



APPOINTMENT OF A TURNKEY/DESIGN AND BUILD FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY

BID NO: HS – B09/2023-2024

TENDER SUBMITTED BY:

Name of Company: _____

Contact Person: _____

CSD Registration No: _____

Contact Numbers: Cell _____ Tel _____

E-mail: _____ Fax _____

CIDB Registration number: _____

SCM: ENQUIRIES

Contact person: Mrs I van der Walt

E-mail: bids@fshs.gov.za

Private Bag X247
Bloemfontein
9300

CLOSING DATE: 31 August 2023

**TOTAL VALUE OF PROJECTS BIDDED FOR
(INCLUDING VAT)**
*(As per SBD 1; Form of Offer and Acceptance and Bill
of Quantities)*

R



BID DOCUMENT

APPOINTMENT OF A TURNKEY/DESIGN AND BUILD FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY

BID NUMBER:

HS-B09/2023-2024

CLOSING DATE:

31 August 2023

TIME:

11h00

VALIDITY PERIOD: 120 DAYS

NB:

- All documents must be completed with original black ink.
- The service providers shall bear the cost associated with the completion and submission of the bid document.
- The Department is not bound to accept any particular bid, and reserves the right to annul the selection process at any time prior to the contract being awarded, without incurring any liability to the bidders.
- **No late / e-mailed submissions will be accepted or considered.**

All bidders must indicate their CSD Registration number: MAAA_____



APPOINTMENT OF A TURNKEY/DESIGN AND BUILD FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY

TENDER ADVERT DATE:	08 AUGUST 2023
TENDER NUMBER	HS-B09/2023-2024
TITLE OF TENDER	APPOINTMENT OF A TURNKEY/DESIGN AND BUILD FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY
EMPLOYER	FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS (FSHS)
EMPLOYER EMAIL	www.humansettlements.fs.gov.za
POSTAL ADDRESS	PRIVATE BAG X247
TOWN/CITY	BLOEMFONTEIN
CODE	9300
PHYSICAL ADDRESS1	OR TAMBO BUILDING
PHYSICAL ADDRESS2	7 TH FLOOR
PHYSICAL ADDRESS3	CNR ST ANDREWS AND MARKGRAAFF STREETS
PHYSICAL ADDRESS4	9301
E-MAIL:	bids@fshs.gov.za
BRIEFING DATE	NOT APPLICABLE
TENDER DOCUMENTS AVAILABLE @	www.etenders.gov.za at NO COST
CLOSURE DATE	31 AUGUST 2023
CLOSURE TIME	11H00
TENDER BOX LOCATION	OR TAMBO HOUSE, GROUND FLOOR
SCM ENQUIRIES CONTACT PERSON	I van der Walt bids@fshs.gov.za
ENQUIRIES: PMU CONTACT PERSON	T. Makepe technical.bids@fshs.gov.za
EVALUATION CRITERIA	Bidders will be evaluated on TECHNICAL FUNCTIONALITY Bidders who score 75 or more Points out of 100 points on technical functionality will be placed on the department database.



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SECTION A

PRESCRIBED STANDARD INDEX FOR SUBMISSION OF BID DOCUMENT



PREScribed STANDARD INDEX

Flag no's	Information	Page no.
Front page	Company details: Company name and logo; Director's name; cell number; email address; CSD Registration number	
1	Invitation to Bid Part A and B	
2	Bidders Disclosure (SBD 4)	
3	Preference point claim form in terms of Preference Procurement Regulations of 2022 (SBD 6.1)	
4	Contract form – Rendering of Services (SBD 7.2) Part 1 and 2	
5	SARS Tax pin certificate	
6	Company registration documents	
7	Certified copy of a company registration certificate	
8	Joint Venture agreement in case of a Joint Venture	
9	Certified copy of a valid letter of good standing from the Compensations Commissioner or licensed insurer as contemplated in COIDA of 1993	
10	Certified copy of SANAS accredited B-BBEE Status Level Certificate or original sworn affidavit, if claiming specific group points for B-BBEE	
11	In case of a trust, consortium or joint venture, a certified copy of consolidated SANAS accredited B-BBEE Status Level Certificate should be submitted, if claiming specific group points for B-BBEE	
	Additional Mandatory Requirements	
12	A valid CIDB certificate. Bidders must have a <u>CIDB grading of at least 8CE or higher.</u> Jointly calculated CIDB grading in case of a Joint Venture.	



SECTION B

SCM CHECKLIST



CHECKLIST			
	SECTIONS COMPLETED	YES	NO
SECTION A	PREScribed STANDARD INDEX FOR SUBMISSION OF BID DOCUMENT		
SECTION B	SCM CHECKLIST AND TECHNICAL CHECKLIST		
SECTION C	INVITATION TO BID (SBD 1) Part A and B Completed and signed		
SECTION D	TERMS OF REFERENCE (TOR) Please read and adhere to all instructions and accept terms of reference by signing the document		
SECTION E	PRICING SCHEDULE (SBD 3.1)		
	PRICING SCHEDULE – NON-FIRM PRICES (SBD 3.2) Part A and B		
	PRICING SCHEDULE (PROFESSIONAL SERVICES) (SBD 3.3)		
	BIDDER'S DISCLOSURE (SBD 4) Completed and signed		
	PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENCE PROCUREMENT REGULATIONS OF 2022 (SBD 6.1)		
	CONTRACT FORM – PURCHASE OF GOODS/WORKS (SBD 7.1)		



The following documents are to be completed and returned, as they constitute the Tender. Whilst many of the returnable documents are required for the purpose of evaluating the Tenders, some will form part of the subsequent contract, as they form the basis of the Tender Offer. For this reason, it is very important that Tenderers return **all information requested**.

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.		
T2.1: a	Valid Tax Certificate or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (SARS)	Tick if submitted
T2.1: b	Proof of Registration with SBD Supplier Database and National Treasury Central Supplier Database (CSD)	Tick if submitted
T2.1: c	Copy of VAT Registration Certificate if registered	Tick if submitted
T2.1: d	Copy of Certificate of Incorporation (If tenderer is a Company)	Tick if submitted
T2.1: e	Copy of Founding Statements (If tenderer is a Closed Corporation)	Tick if submitted
T2.1: f	Partnership Agreement (if tenderer is a Partnership)	Tick if submitted
T2.1: g	Certified copy of Identity Document (if tenderer is a One-man Concern)	Tick if submitted
T2.1: h	Joint Venture agreement (if the tenderer is a joint venture)	Tick if submitted
T2.1: i	Certified Copy of B-BBEE status level certificate or a B-BBEE Exempted Affidavit for exempted Micro Enterprises (Issued in terms of the amended construction sector code) Gazette Vol. 630 No. 41287 issued in terms of paragraph 3.6.2.4.1 (B) of tendering entity	Tick if submitted
T2.1: j	Copy of a valid COIDA certificate.	Tick if submitted
T2.1: k	Copy of a valid CIDB certificate.	Tick if submitted
T2.2.1	Works Previously Executed	Tick if submitted
T2.2.2	Present Commitments	Tick if submitted
T2.2.3	Authority of Signatory	Tick if submitted
T2.2.4	Prospective tender's registration form/Change of registration form	Tick if submitted
T2.2.5	Joint Venture Agreement	Tick if submitted
T2.2.6	Preferential Procurement	Tick if completed in full and signed
T2.2.7	Affidavit [if applicable]	Tick if submitted
T2.2.8	Proposed amendments and qualifications	Tick if completed in full and signed
T2.2.9	Compulsory Enterprise Questionnaire	Tick if completed in full and signed
T2.2.10	Schedule of Proposed Subcontractors (if any)	Tick if submitted



RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.

T2.2.11	Declaration of Interest (SBD 4)	Tick if completed in full and signed
T2.2.12	Preference points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)	Tick if completed in full and signed
2 OTHER DOCUMENTS IN THE CONTRACT		
Part II	Form of Offer and Acceptance	Tick if completed in full and signed
Part VI (1)	Contract Data (Parts 1)	Tick if completed in full and signed
Part VI (2)	Data provided by the Contractor (Parts 2)	Tick if completed in full and signed
Part VI (3)	Form of Guarantee	Tick if completed in full and signed



SECTION C

INVITATION OF BID

(SBD 1)

PART A AND B



PART A

SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENTS FREE STATE PROVINCE					
BID NUMBER:	HS-B09/2023-2024	CLOSING DATE:	31 August 2023	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A TURNKEY/DESIGN AND BUILD FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSOHO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OR TAMBO HOUSE BUILDING, GROUND FLOOR, CNR ST ANDREWS AND MARKGRAAFF STREETS, BLOEMFONTEIN, 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Italine van der Walt		CONTACT PERSON	T Makepe	
TELEPHONE NUMBER	051 405 4244		TELEPHONE NUMBER	051 405 5979	
E-MAIL ADDRESS	bids@fshs.gov.za		E-MAIL ADDRESS	technical.bidss@fshs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



SECTION D

TERMS OF REFERENCE

APPOINTMENT OF A TURNKEY/DESIGN AND BUILD FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY



1. INTRODUCTION AND BACKGROUND

The Department of Human Settlements has projects in its business plan that requires the services a Turnkey/Design and Build contractors who are accredited with Construction Industry Development Board (CIDB) to undertake infrastructure development housing projects like housing, water and sewer reticulation projects in the Free State Province.

The purpose of this bid is to create sustainable human settlement developments through quality and durable roads, stormwater, water and sewer infrastructure which meet the standards of the Construction Industry Development Board (CIDB) – a Schedule 3A public entity – established by Act of Parliament (Act 38 of 2000) to promote a regulatory and developmental framework that builds:

- Construction industry delivery capability for South Africa's social and economic growth.
- A proudly South African construction industry that delivers to globally competitive standards.

The CIDB's focus is on:

- Sustainable growth, capacity development and empowerment
- Improved industry performance and best practice
- A transformed industry, underpinned by consistent and ethical procurement practices
- Enhanced value to clients and society

The Employer's objective is to construct a road network and stormwater collection and disposal facilities for about 743 sites in Fateng Tse Ntsho EXTENSION 5, Paul Roux.

The Employer desires that the construction of the road and stormwater infrastructure facilities be of a high standard and completed within the shortest practical time.

The Employers design brief is that all road and stormwater infrastructure are to be designed to comply with the following design standards:

- The design standards as set out in the "Guidelines for Human Settlement Planning and Design" (Red Book).
- The SANS 1200 series of standardised specifications for civil engineering construction will apply.

2. VERIFICATION OF DOCUMENTS

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the Department in regard to anything arising from the fact that pages are missing or duplicated. Bidders must note that the onus is on them to submit authentic documents where required. The Department will not be held responsible or liable for fraudulent documents being submitted by bidders.

3. SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO:

The scope of work entails the following:

Site Assessment and Survey:

- Conduct a detailed site assessment to understand the existing topography, drainage patterns, and soil conditions.
- Perform a comprehensive survey of the town's layout, existing roads, and water drainage systems to identify areas of concern and improvement.

Road Network Design and Construction:

- Develop a road network design plan that considers traffic flow, safety, and connectivity within Paul Roux.
- Design and construct new internal roads to improve accessibility to key areas within the town.
- Upgrade and rehabilitate existing roads, where necessary, to meet safety and load-bearing standards.



- Implement proper road signage, markings and lighting for enhanced safety and visibility.

Stormwater Management System Design and Construction:

- Develop a comprehensive stormwater management plan that considers the town's topography and rainfall patterns.
- Design and construct stormwater collection channels, swales, and retention ponds to efficiently collect and channel rainwater runoff.
- Implement suitable stormwater discharge points and outlets to prevent flooding and erosion issues.
- Incorporate environmentally friendly solutions, such as rainwater harvesting and permeable pavements, where feasible.

Erosion Control Measures:

- Identify areas prone to erosion and implement appropriate erosion control measures to protect the road infrastructure and adjacent properties.
- Utilize erosion control blankets, riprap, and vegetative measures to stabilize slopes and prevent sedimentation in drainage systems.

Environmental Impact Assessment (EIA):

- Conduct an Environmental Impact Assessment to identify potential environmental impacts and propose mitigation measures.
- Obtain necessary permits and approvals from relevant regulatory authorities.

Project Management:

- Appoint a qualified project management team to oversee the construction activities, adherence to timelines, and budget control.
- Regularly monitor and report project progress to stakeholders, including town officials and residents.

Quality Control and Assurance:

- Ensure that all materials and construction processes meet relevant industry standards and specifications.
- Perform regular quality inspections to ensure the durability and safety of the road network and drainage system.

Health and Safety Measures:

- Implement strict health and safety protocols to protect workers and the public during construction activities.
- Provide necessary safety training and equipment to all personnel involved in the project.

Stakeholder Communication and Engagement:

- Establish effective communication channels with local residents and businesses to keep them informed about project updates and potential disruptions.
- Address any concerns raised by stakeholders and consider their feedback during the project implementation.

Project Completion and Handover:

- Upon project completion, conduct a final inspection to ensure all aspects of the internal road network and stormwater management system are in compliance with the agreed-upon specifications.
- Handover all relevant project documentation, including as-built drawings, maintenance manuals, and warranties, to the appropriate authorities.

Maintenance Plan:

- Develop a comprehensive maintenance plan for the road network and stormwater management system to ensure long-term sustainability and functionality.

4. COSTS

The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.



5. GENERAL BID TERMS AND CONDITIONS

- 5.1 Where a bid is not received by the Department in the tender box by the closing date and time, it will be regarded as a late tender and thus it will not be considered.
- 5.2 The Respondent shall not assume that information and/or documents supplied to the Department, at any time prior to this request, are still available to the Department, and shall consequently not make any reference to such information document in its response to this bid.
- 5.3 The Respondent is responsible for all costs incurred in the preparation and submission of the proposal.
- 5.4 Certified copies of any affiliations, memberships and/or accreditations that support your submission must be included in the proposal.
- 5.5 Kindly note that the Department is entitled to:
 - a) Amend any bid conditions, validity period, specifications, or extend the closing date and/or time of these bid before the closing date. All Respondents to whom the bid documents have been issued, will be advised through the appropriate media platform, e.g. e-Tender portal or through emails, of any such amendments in good time;
 - b) Verify any information contained in a bid;
 - c) Not to appoint any bidder;
 - d) Vary, alter, and/ or amend the terms of this bid, at any time prior to the finalisation of its adjudication hereof.
 - e) Request Joint Venture or consortium to register the entity on CSD and to open a joint bank account within 30 days after the awarding of the contract.
- 5.6 An omission to disclose material information, a factual inaccuracy, and / or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract.
- 5.7 Bidders are required to complete the preference claim form (SBD 6.1), and submit the relevant proof at the closing date and time of the bid in order to claim points for specific groups.
- 5.8 The Department also reserves the right to ward this bid as a whole or in part without furnishing reasons.
- 5.9 The Department may on reasonable justifiable grounds, award the bid that did not score the highest number of points.
- 5.10 The Department also reserves the right to cancel or withdraw from this bid as a whole or in part without furnishing reasons and without attracting any liability
- 5.11 The Respondent hereby offers to render all of the services described in the attached documents (if any) to the Department on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this bid at the prices inserted therein).
- 5.12 This bid and its acceptance shall be subject to the terms and conditions contained in this document.
- 5.13 Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.
- 5.14 The Department reserves the right to extend the contract period of the bid.
- 5.15 The Department reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period.
- 5.16 The Department may communicate with Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 5.17 All communication between the Bidder and the Department must be done in writing via e-mails provided for in the bid document.
- 5.18 Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up the date of cancellation or suspension.
- 5.19 Where a shareholder/ member / individual has an interest in any other company that is participating in this bid, they must disclose, taking into consideration the provisions of SBD 4 and failure to do so will lead to disqualification.
- 5.20 All documents shall be completed with black ink on the date and time of submission of the bid.
- 5.21 Bidders are to ensure that all pages are attached.
- 5.22 The bidder must submit Performance guarantee of not less than 10% of the project value within 14 days upon award.
- 5.23 The bidder must ensure compliance with OHS Act within 30 days upon award.
- 5.24 Failure to accept the Terms of Reference and / or any Conditions associated with this bid or Contract or any part thereof, will result in the bid not being considered. Bidders may not amend any of the Conditions



associated with this bid or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

6. SERVICE LEVEL AGREEMENT

A Service Level Agreement will be entered into with the successful bidder.

7. LEGISLATION AND STANDARDS

7.1 It is the expectation of the Department that the bidder is familiar with all legislations and standards applicable to this Bid, including the following:

7.1.1 The National Treasury's Standard on Infrastructure Procurement and Delivery Management System (SIPDM),

7.1.1.1 Public Finance Management Act, act no 1 of 1999 as update on 30 April 2015,

7.1.1.2 Preferential Procurement Regulations of 2022,

7.1.1.3 CIDB ACT (38 of 2000)

7.1.1.4 All the relevant Legislations, Treasury Regulations, Circulars, and Instruction Notes.

8 EVALUATION PROCESS

The evaluation process comprises the following phases:

8.1 PHASE I: ADMINISTRATIVE COMPLIANCE (MANDATORY REQUIREMENTS)

Bidders will be disqualified for failure to produce documents listed under administrative compliance and mandatory requirements.

ADMINISTRATIVE COMPLIANCE:

- a) A copy of SARS Tax Pin certificate;
- b) Company registration documents;
- c) Copy of CSD report.
- d) Joint Venture agreement in case of a Joint Venture.
- e) Copy of a valid letter of good standing issued by the Department of Labour or a licensed insurer as contemplated in COIDA of 1993.
- f) All SBD forms to be completed and signed accordingly.
- g) The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

MANDATORY REQUIREMENTS:

- a) A valid CIDB certificate. Bidders must have a **CIDB grading of at least 8CE or higher**. Jointly calculated CIDB grading in case of a Joint Venture.

8.2 OTHER NON-MANDATORY

All other non-mandatory compliance matters are verified and captured.

Annexure: Prescribed standard INDEX for easy submission for Bid document are attached to make sure that all necessary documentation is in line with the BID, please use this to make workflow efficient and effective for both companies and government administrators.

8.3 PHASE II: EVALUATION CRITERIA – FUNCTIONALITY

Bidders must achieve a minimum of 75 points and above of the functionality points in order to be eligible for further evaluation. Any proposal not meeting the minimum score of 75 points on the technical functionality at the time of bid closing date will be disqualified.



The skills, expertise and experience required are as follows:

Item	Criteria	Attachments	Points allocation
1. Experience	Demonstrated experience in the construction of roads and/or stormwater infrastructure projects. Bidders have to attach copies of appointment letters and completion certificates for all successfully completed projects. Failure to submit appointment letters and completion certificates will lead to no award of points.		
	<u>Number of completed projects and the value of each project in roads and/or stormwater related projects completed from 2017 to date</u> 4 completed projects, each with a minimum value of R30 000 000 = 60 points 3 completed projects, each with a minimum value of R30 000 000 = 45 points 2 completed projects, each with a minimum value of R30 000 000 = 30 points 1 completed project, with a minimum value of R30 000 000 = 10 points Completed projects below the value of R30 000 000 = 0 Points	Attach Appointment letter(s) and Practical or Final completion certificate(s). Either the appointment letter(s) or the completion certificate(s) or both documents should clearly outline the value of project(s) completed.	60 points
2. Key Staff	<u>NB: Full CVs and certified copies of qualifications of the key staff as well as affidavits allowing the use of their CVs to be attached.</u> Failure to attach any of these will result in no points being allocated. Specify the designation of each key staff on CVs or on the organogram of project team.		
	<u>Contractor</u>		
	Project Manager 15 years and above = 5 points 9 – 14 years = 3 points 5 – 8 years = 1 points	Bachelor's Degree/ B Tech in Built environment or Higher. Minimum of 5 years' experience in roads and/or stormwater construction projects. NQF 7	5 points
	Site Agent 15 years and above = 5 points 9 – 14 years = 3 points 5 – 8 years = 1 points	National Diploma in Built Environment or Higher Minimum of 5 years' experience in roads and/or stormwater construction projects. NQF 5	5 points
	Forman 15 years and above = 5 points 9 – 14 years = 3 points 5 – 8 years = 1 points	Accredited Trade in Built environment or Higher. Minimum of 5 years' experience in roads and/or stormwater construction projects. NQF 4	5 points
	Occupational Health and Safety 15 years and above = 5 points 9 – 14 years = 3 points 5 – 8 years = 1 points	Accredited Certificate or Higher. Minimum of 5 years' experience. Registration with SACPCMP as a CHSO is mandatory. NQF 4	5 points



Item	Criteria	Attachments	Points allocation
	<u>Consultant</u>		
	Senior Design Engineer 15 years and above = 5 points 9 – 14 years = 3 points 5 – 8 years = 1 points	Bachelor's Degree/ B Tech in Civil Engineering or Higher. Minimum of 10 years' experience in the design of civil engineering projects, 5 years of which are road projects. Registration with ECSA is mandatory NQF 7	5 points
	Junior Design 15 years and above = 5 points 9 – 14 years = 3 points 5 – 8 years = 1 points	National Diploma in Civil Engineering or Higher. Minimum of 5 years' experience in design of civil engineering projects, 3 years of which are road projects NQF 5	5 points
	Resident Engineer 15 years and above = 5 points 9 – 14 years = 3 points 5 – 8 years = 1 points	Bachelor's Degree/ B Tech in Civil Engineering or Higher. Minimum of 10 years' experience in construction monitoring of civil engineering projects, 5 years of which are road projects. Registration with ECSA is mandatory NQF 4	5 points
	Clerk of Works 15 years and above = 5 points 9 – 14 years = 3 points 5 – 8 years = 1 points	Accredited Trade in Civil Engineering or Higher. Minimum of 5 years' experience in roads construction projects NQF 4	5 points
TOTAL SCORE FOR FUNCTIONALITY			100 points

9. PHASE III: PRICE/FINANCIAL STAGE

Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2022, effective from 16 January 2023.

10. EVALUATION CRITERIA

Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders as follows:

The bids will be evaluated on technical / functionality compliance by allocating points in respect of functionality according to the criteria set out.

Bidders must ensure that the B-BBEE status level verification certificates submitted, issued by the following agencies:

- (i) Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
- (ii) Tenderers who qualify as EME/QSEs: Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.

Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.



11. VERIFICATION OF DOCUMENTS

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the department in regard to anything arising from the fact that pages are missing or duplicated.

12. COMPULSORY CLARIFICATION MEETING

There will not be a clarification meeting for this bid.

Written enquiries must be directed to the following e-mail addresses: bids@fshs.gov.za or technical.bids@fshs.gov.za

13. REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid.

- Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)
- Complete your registered CSD vendor number on the checklist.
- Provide a copy of the CSD Registration "Summary Report".
- Valid Tax Clearance Certificate or Tax Compliance Status pin
- Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax Clearance Certificate or valid tax compliance status pin.

14. TAX COMPLIANCE STATUS

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

15. SUBMISSION OF BID

Bids should be submitted at **O.R Tambo House Building** (in the tender box) situated on **Ground floor** at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the bid document is deposited in the tender box before **11h00 on 31 August 2023**.

**OR Tambo House
Cnr Markgraaff and St Andrews streets
Bloemfontein
9301**

If a courier service company is being used for delivery of the proposal document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, as mentioned above.

The Department will not be held liable for loss of documents by courier services.

16. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

In accordance with Treasury Instruction Note 17 of 2012, an employee of the State/Government or a Public Entity may not have a business interest in any entity conducting business with the Provincial Government.



The Provincial Government may not award any tender or enter into any contract with an employee of the State/Government or a provincial public entity contrary to Treasury Instruction Note 17 of 2012.

All bids received contrary to Treasury Instruction Note 17 of 2012 shall be disqualified.

For the definition of "business interest", "employee" and "entity", refer to par. 5 of Treasury Instruction Note 17 of 2012.

17. TERMINATION RIGHTS

An agreement can be terminated by a participant on grounds of poor service delivery or any other breach by the bidder.

Free State Human Settlements will be in a position to terminate an agreement without honouring the outstanding months where after following the prescribed remedial process stipulated in the agreement and agreement between the bidder and the Free State Human Settlements; it is proven that the bidder failed to remedy the poor provision of service.

18. AGREEMENTS

The Service Provider(s) will be expected to sign a framework agreement with the Free State Provincial Treasury on behalf of each participating Department. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

19. SETTLEMENT OF DISPUTES

Notwithstanding clause 27 of the GCC, mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions; as such amendments or inclusions will result in disqualification of the bid.

THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE

CAPACITY

Contact person of company:

NAME AND SURNAME

Tel. of company: (____) _____

Email address: _____



SECTION E

TENDERING PROCEDURES



PART I

FORM OF OFFER AND ACCEPTANCE



Form of Offer and Acceptance

A: OFFER

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

BID NUMBER: HS-B09/2023-2024: APPOINTMENT OF A TURNKEY/DESIGN AND BUILD CONTRACTOR FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the 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 Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

R **(In words**

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

Signature: *(of person authorized to sign the tender*

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organisation):*

Address:

.....

Telephone number: Fax number:

Witness:

Signature:

Name: *(in capitals):*

Date:

[Failure of a Tenderer to sign this part of the Form of Offer and Acceptance will invalidate the tender]



B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract as set out in the General and Special Conditions of Contract, and 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

SECTION E: TENDERING PROCEDURES
SECTION F: SCOPE OF WORK AND TECHNICAL SPECIFICATION
SECTION G: BILL OF QUANTITIES
SECTION H: DRAWINGS

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Section E to H.

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.

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 Representative (whose details are given in the Contract Data) to arrange the delivery of any other 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 days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:

Name: *(in capitals)*.....

Capacity:

Name of Employer *(organisation)*

Address:

.....

Witness: Signature: **Name:**

Date:



PART II

TENDER DATA



TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294:2004, bound into section T1.3.

The Standard Conditions of Tender makes 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.

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

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is The Department of Human Settlements, Free State Province.
1.2	The tender documents issued by the employer comprise one volume consisting of the following: SECTION A: STANDARD INDEX FOR THE SUBMISSION OF BID DOCUMENT SECTION B: CHECKLIST SECTION C – INVITATION OF BID SECTION D: TERMS OF REFERENCE SECTION E: TENDERING PROCEDURES PART I – TENDER NOTICE AND INVITATION TO TENDER PART II – FORM OF OFFER AND ACCEPTANCE PART III - TENDER DATA PART IV – STANDARD CONDITIONS OF TENDER PART V - LIST OF RETURNABLE DOCUMENTS PART VI - CONTRACT DATA SECTION F: SCOPE OF WORK AND TECHNICAL SPECIFICATION SECTION G: BILL OF QUANTITIES SECTION H: DRAWINGS SECTION I: TREASURY'S GENERAL CONDITIONS OF CONTRACT
1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
1.4	Supply Chain Management Department of Human Settlements Private Bag X247 Bloemfontein 9300 Tel: 051 405 4244 Attention: Mrs I van der Walt
1.5	The Employer's right to accept or reject any tender offer.
1.5.1	The employer may accept or reject any bid or portion thereof, 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 shall give reasons for such action.
2.1	Add the following to the clause: - Accept that failing the submission of a bona fide tender, a Tenderer shall forfeit his tender deposit (if the deposit is refundable) if he fails to return a complete set of documents prior to the closing time for the submission of tender offers. - Accept that on submission of a bona fide tender or return of the documents as required above, a Tenderer shall receive his tender deposit within three (3) months of the closing of tenders, if the deposit is refundable. - Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's Representative (if required).
2.2	Compulsory site visits and / or clarification meeting are not applicable to this bid Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)
2.3	Replace the contents of the clause with the following: Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's Representative indicated in the tender notice and invitation to



Clause	Addition or Variation to Standard Conditions of Tender
	tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.
2.4	Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
2.5	Add the following to the clause: All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
2.6	Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full detail thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to Clause 4.2 of the Contract Data in this regard. Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.7	Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
2.8	Replace the contents of the clause with the following: - Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink. - All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
2.9	No copies of the tender offer are required.
2.10	Add the following to the clause: Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.
2.11	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: NB: The Department will not be held liable for tenders posted via Post Office not yet collected. Tender box location : Ground floor, O.R Tambo House Physical address : DEPARTMENT OF HUMAN SETTLEMENTS Private Bag X247 Bloemfontein 9300, Tel: 051 405 4244. Identification details: HS-B09/2023-2024 - APPOINTMENT OF A TURNKEY/DESIGN AND BUILD CONTRACTOR FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY The name and address of the tender shall be entered on the back of the envelope.
2.12	A two-envelope procedure will not be followed.
2.13	Add the following new clause: Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	Add the following to the clause: The Tenderer is required to enter information in the following sections of the document:



Clause	Addition or Variation to Standard Conditions of Tender
	SECTION E: PART II – FORM OF OFFER AND ACCEPTANCE SECTION E: PART V - LIST OF RETURNABLE DOCUMENTS SECTION E: PART VI - CONTRACT DATA SECTION G: BILL OF QUANTITIES The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer. The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer. Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer. Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.
2.15.1	The closing time and location for the submission of tender offers are: Time: 11h00. Location: Ground Floor, OR Tambo House
2.16.1	The tender offer validity period is 120 days.
2.16.2	Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.3	Add the following new clause: Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed
2.17.1	Add the following to the clause: - Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. - Accept that the Employer or his Representative, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
2.18	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.19	The following certificates / information are to be provided with the tender offer: A valid Tax Clearance Certificate, or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate Valid Tax Clearance Certificate or a unique security personal Identification number).



Clause	Addition or Variation to Standard Conditions of Tender
	2. VAT registration certificate if registered. 3. Central Supplier Database (CSD) registration report must accompany this bid. 4. B-BBEE certificate must accompany this bid, if claiming specific group points for B-BBEE. 5. Copy of Company registration Certificate 6. Valid COIDA Certificate 7. Copy of valid CIDB registration certificate 8. Company / business profile should be submitted. 9. Joint venture agreement (if the tenderer is a joint venture), and Combined Certified copy not older than 3 months of B-BBEE status level certificate of entities entered in to the JV agreement, if claiming for the specific group points for B-BBEE. 10. The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
	Replace the contents of the clause with the following: Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.
3.4	The time and location for opening of the tender offers are: Time 11h00 Location: OR Tambo House, Ground floor.
3.9.1	Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total 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 corrected total of the prices shall govern. c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.
3.11	Up to 20 tender evaluation points will be awarded to tenderers for specific groups (B-BBEE, Women and Youth).
3.12	Replace the contents of the clause with the following: • If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.
3.13	Replace the contents of the clause with the following: • Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Departmental Representative.
3.14	The successful tenderer shall receive one copy of the signed contract.
Special	Additional Conditions of Tender Accept that The Contractor shall subcontract a portion of the works to Small Medium and Micro Enterprises (SMMEs) based in the Free State Province. Priority should be given to Dihlabeng Local Municipality based contractors.



PART III

STANDARD CONDITIONS

OF TENDER



STANDARD CONDITIONS OF TENDER

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These standard conditions of tender are identical to those published in SANS 294:2004 (Annex F)



STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 ACTIONS

The employer and each tenderer submitting a tender offer shall comply with the conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in sections 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently.

1.2 TENDER DOCUMENTS

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

1.3 INTERPRETATION

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 the conditions of tender.

1.3.2 The 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.

1.4 COMMUNICATION AND EMPLOYER'S REPRESENTATIVE

Each communication between the employer and a tenderer shall be to or from the employer's Representative only, and in a form that can be read, copied and recorded. Writing 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 Representative are stated in the tender data.

1.5 THE EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY TENDER OFFER

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 shall give reasons for such action.

1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

2. TENDERER'S OBLIGATIONS

2.1 ELIGIBILITY

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and if the tenderer, or any of his principles, is not under any restriction to do business with the employer.

2.2 COST OF TENDERING

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2.3 CHECK DOCUMENTS

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



2.4 CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS

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

2.5 REFERENCE DOCUMENTS

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

2.6 ACKNOWLEDGE ADDENDA

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

2.7 SITE VISIT AND CLARIFICATION MEETING

The clarification meeting is not applicable for this bid.

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.

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.

2.10 PRICING THE TENDER OFFER

- 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.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 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.
- 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.
- 2.10.5 As no separate provision is made for traffic management and over haul, the cost for these items must be included in appropriate items in the bill of quantities.

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 alterations or additions 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.

2.12 ALTERNATIVE TENDER OFFERS

- 2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.



- 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.

2.13 SUBMITTING A TENDER OFFER

- 2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- 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 in **BLACK INK**.
- 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.
- 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.
- 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.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 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.
- 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.

2.14 INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS

Accept that the 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 being non-responsive.

2.15 CLOSING TIME

- 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

2.16 TENDER OFFER VALIDITY

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender date for an agreed additional period.

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 total of the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

2.18 PROVIDE OTHER MATERIAL

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), preference arrangements, or samples of materials, considered necessary by the employer for the purpose of full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as being non-responsive.

2.18.2 Dispose of samples of materials, where required.

2.19 INSPECTIONS, TEST AND ANALYSIS

Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.

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.

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.

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.

2.23 CERTIFICATES

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

3. EMPLOYER'S UNDERTAKINGS

3.1 RESPOND TO CLARIFICATION

Respond to a request for clarification received up to five days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

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 of the tender notice until 7 days before the tender closing time stated in the tender data. If, as a result of the issuing of addenda, 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.

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.

3.4 OPENING OF TENDER SUBMISSIONS

- 3.4.1 Open valid tender submissions in the presence of tenderers' Representatives 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.
- 3.4.2 Announce at the public 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 the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.
- 3.4.3 Make available the name of each tenderer whose tender offer is opened, the total of his prices, if applicable, preferences claimed and time for completion (if any) for the main tender offer only.

3.5 TWO ENVELOPE SYSTEM

- 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' Representatives 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.
- 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.

3.6 NON-DISCLOSURE

Do 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 event of a contract, until after the award of the contract to the successful tenderer.

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.

3.8 TEST FOR RESPONSIVENESS

- 3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:
 - a) complies with the requirements of the conditions of tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- 3.8.2 A responsive tender is one that conforms to all the items, 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) 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.



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

3.9 ARITHMETICAL ERRORS

- 3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If a bill of quantities (or schedule of quantities or schedule of rates) applies 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 unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected items prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

- 3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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.

3.11 EVALUATION OF TENDER OFFERS

- 3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.

- 3.11.2 Method 1: In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

- 3.11.3 Method 2: In the case of a financial offer and preferences:

- a) Score tender evaluation points for each financial offer.
- b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preference.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) 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.

- 3.11.4 Method 3: In case of a financial offer and quality:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Calculate the total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend 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.

- 3.11.5 Method 4: In the case of a financial offer, quality and preferences:



- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preference.
- d) Calculate total tender evaluation points.
- e) Rank tender offers from the highest number of tender evaluation points to the lowest.
- f) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

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

3.11.6.1 Scoring financial offers

Score the financial offers of the 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 the number calculated using the formula and option described in table F.1 as stated in the tender data.

Table F.1 – Formula for calculating the value of A^a

1	2	3	4
Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m
2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	P_m/P
P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the tender data and calculate the total score for quality.



3.12 INSURANCE PROVIDED BY THE EMPLOYER

If requested by the proposed successful tenderer, submit for the tenderer's information the policies or certificates of insurance (or both) which the conditions of contract identified in the contract data require the employer to provide.

3.13 ACCEPTANCE OF TENDER OFFER

3.13.1 Accept the tender offer only if the tenderer complies with the legal requirements, if any, stated in the tender data.

3.13.2 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. Provided that the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

3.14 NOTICE TO UNSUCCESSFUL TENDERERS

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their offers have not been accepted.

3.15 PREPARE CONTRACT DOCUMENTS

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
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

3.16 ISSUE FINAL CONTRACT

Prepare and issue the final draft of the contract documents 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). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

3.17 COMPLETE ADJUDICATOR'S CONTRACT

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

3.18 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.

END OF SECTION



PART IV

LIST OF RETURNABLE DOCUMENTS



RETURNABLE DOCUMENTS

INDEX

Section	Description
PART T2.1	LIST OF RETURNABLE DOCUMENTS.....
PART T2.2	RETURNABLE SCHEDULES

END OF SECTION



LIST OF RETURNABLE DOCUMENTS



T2.1 LIST OF RETURNABLE DOCUMENTS



- a) **Original valid Tax Clearance Certificate/ Tax Compliance Status Pin**

Attach Certificate



b) Copy of Central Supplier Database (CSD) registration report

Attach CSD Registration Certificate



c) Copy of VAT Registration Certificate if Registered

Attach Certificate



d) Copy of Certificate of Incorporation (If tenderer is a Company)

Attach Certificate



e) Copy of Founding Statements (If tenderer is a Closed Corporation)

Attach Founding Statement



f) Partnership Agreement (if tenderer is a Partnership)

Attach Agreement



g) Certified copy of Identity Document (if tenderer is a One-man Concern)

Attach ID COPY



h) Joint Venture agreement (if the tenderer is a joint venture)

Attach Agreement



- ***i) Certified Copy of B-BBEE status level certificate or a B-BBEE Exempted Affidavit for exempted Micro Enterprises (Issued in terms of the amended construction sector code) Gazette Vol. 630 No. 41287 issued in terms of paragraph 3.6.2.4.1 (B) of tendering entity***

Attach Certificate



j) Copy of valid COIDA Certificate

Attach Certificate



k) Copy of valid CIDB Certificate

Attach Certificate



PART V

LIST OF RETURNABLE SCHEDULES



RETURNABLE SCHEDULES INDEX

Description

Works Previously Executed	
Present Commitments	
Authority of Signatory	
Prospective tender's registration form/Change of registration form	
Joint-Venture Agreement	
Preferential Procurement	
Affidavit	
Proposed amendments and qualifications	
Compulsory Enterprise Questionnaire	
Schedule of Proposed Subcontractors (if any)	
Declaration of Interest	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.....	
Declaration of bidder's past supply chain management practices	
Certificate of independent bid determination	

END OF SECTION



WORKS PREVIOUSLY EXECUTED

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

Client	Contact Details	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Signature of Tenderer: _____ Date : _____

State firm, contact person and telephone number

Please attach a detailed list of Projects/Works previously done.



PRESENT COMMITMENTS

Client	Contact Details	Nature of Works	Value of Works	Duration and Completion Date

Signature of Tenderer : _____

Date : _____

* State firm, contact person and telephone number

Please attach detailed present commitments exceeds 5 (Five)



AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by : *(Mark applicable block)*

a) a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

b) a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

c) a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

d) a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

e) a joint venture, and attach hereto

☐

- a notarially certified copy of the original document under which the joint venture was constituted; and
- certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signature of Tenderer _____

Date _____



JOINT VENTURE FORM

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX NO.	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....		%
.....		%
.....		%
.....		%

The above-mentioned Joint venture will execute the Contract under the management of (Full Name)
Who is an employee of (Name of Joining Entity);
And in accordance with any further agreements as attached to this document, titled
and dated(if applicable).
Bank guarantees and retention money (where required) will be provided or paid by (Name of Joining Entity)
who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....			
.....			
.....			
.....			

WITNESSES

1.

2.



AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)

Certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (percent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
Signature

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn / affirmed before me at

On this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS
THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives Department of Human Settlements and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company / corporation / business venture.

Signed at on this day of20.....

.....
Signature



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

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

Page	Clause or item	Proposal

Signed Date

Name Position

Tenderer



Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary



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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Date

Signed

Name

Position

Enterprise
name



Schedule of Proposed Subcontractors (if any)

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

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

No.	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			

Signed

Date

Name

Position

Tenderer



PRICING SCHEDULES

(SBD 3.1)



SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES
--------------------------	----------	-------------	---

- | | | |
|---|--|--------------------------|
| - | Required by: | ..... |
| - | At: | ..... |
| - | Brand and model | ..... |
| - | Country of origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery | ..... |
| - | Delivery basis | *Delivery: Firm/not firm |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable



SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	Delivery:		*Firm/not firm

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

*Delete if not applicable



SBD 3.2

PRICE ADJUSTMENTS

Part A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE



SBD 3.2

Part B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

3. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

3. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:
CLOSING TIME 11:00 CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE
(CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

PERSON AND POSITION RATE	HOURLY RATE	DAILY
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

- PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

- Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RAT	QUANTITY	AMOUNT
-----			R.....
-----			R.....
-----			R.....
-----			R.....

TOTAL: R.....

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



- 5.2 Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----			R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:



BIDDER'S DISCLOSURE

(SBD 4)



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² 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.



PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS OF 2022 (SBD 6.1)



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT(N/A):

3.1. POINTS AWARDED FOR PRICE

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

90/10

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$



Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

Note to tenderers:

- *The tenderer must indicate how they claim points for each preference point system.)*
- Tenders must claim a minimum of 4 points in order to be eligible for the panel.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer of state)
B-BBEE Status– Level 1 or 2 or 3	2	
Women Ownership - $\geq 51\%$	4	
Youth Ownership - $\geq 51\%$	4	
Total Points	10	



Annexure-A to Table 1 under item 4.2 (SBD6.1)

The specific goals allocated points for procurement	Number of points allocated (90/10 System)		Proof to claim points for specific goals with the tender
B-BBEE Level 1 or 2 or 3	2		a) Original sworn affidavit; b) Certified copy of SANAS accredited B-BBEE Status Level Certificate; or c) B-BBEE Certificate issue by CIPC through the Department of Trade and Industry (DTI).
Promotion of Women owned entities	4	51% or more owned by Women	a) A copy of the founding documentation of the company with which the ownership is listed. b) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration. c) Latest Central Supplier Database (CSD) report with women as owners/shareholders/directors of the company.
Promotion of Youth owned entities	4	51% owned or more by Youth	a) A copy of the founding documentation of the company with which the ownership is listed. b) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration. c) Latest Central Supplier Database (CSD) report with Youth as owners/shareholders/directors of the company.



DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm.....

1.2 Company registration number:

1.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



CONTRACT FORM – PURCHASE OF GOODS/WORKS (SBD 7.1)



CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE



PART V

CONTRACT DATA



CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering (SAICE), are applicable to this Contract and obtainable from www.saice.org.za.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.

PART 1: CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

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

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	The Commencement Date shall be the date of which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations if applicable.
1.1.1.1 3	The Defect Liability Period is 12 calendar months , measured from the date of the Certificate of Completion.
1.1.1.1 4	The time for achieving Practical completion, calculated from Commencement Date is as stipulated in the Form and Offer and schedule of quantities.
1.1.1.1 5	The Employer is The Department of Human Settlements Free State Province. The Employer's domicilium citandi et executandi (permanent physical address) is: OR Tambo House, Cnr. Markgraaff and St Andrews Street Bloemfontein, 9300 bids@fshs.gov.za or technical.bids@fshs.gov.za
1.1.1.1 7	Add the following to the clause: Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Representative's Representative" and vice versa.
1.1.1.2 6	The Pricing Strategy is a Re-measurement Contract .
1.2.1.2	The Employer's address for receipt of communications and notices are: Department of Human Settlements Free State Province OR Tambo House Cnr Markgraaff and St Andrews Street Bloemfontein bids@fshs.gov.za or technical.bids@fshs.gov.za The addresses and telephone numbers of the representing Engineer will be communicated with the appointed contractor.
1.3.2	The governing law is the law of the Republic of South Africa.
1.3.3	The language of the Contract and for written communications is English.
1.3.5	Add the following to the clause: The Contract Specific Data, Specifications (other than Standardized Specifications), Bill of Quantities and Drawings are the copyright of Consulting Engineers



Clause	Contract Data
3.2.3	The Employer's Representative shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1. New Clause 3.2.3.1: "For expenditure on the Contract to exceed the Contract Price". 2. Existing Clauses: 3.3.1 Nomination of person as Employer's Representative's Representative. 5.7.2 Work at night as well as by day. 5.8 Non-working times. 5.12 Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions). 5.13 Reduction of penalty for delay. 5.14.2 The issue of a Certificate of Practical Completion. 5.14.4 The issue of a Certificate of Completion. 5.16.1 The issue of a Final Approval Certificate. 6.3 Variations. 6.6 Instruction to expend on Provisional and Prime Cost Sums. 6.11 Adjustment of General Items & Approval of Claims. 8.2.2.2 Order to repair and make good damage arising from any "excepted" risk.
3.2.4	The Department of Human Settlements Free State Province shall appoint a H&S Official as Client Representatives on this contract in terms of the Construction Regulations, 2014, as promulgated in terms of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project-generated H&S plan and submit such to the Health and Safety Officials for legal compliance assessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
4.3.1	Add the following to the clause: "With effect from 30 June 2014, the conditions of employment applicable on conventional construction works shall be as set out in the Bargaining Council for Civil Engineering Collective Agreement promulgated in Government Gazettes Numbers 37748 and 37749 dated 20 June 2014. These conditions shall supersede those set out in Section C3.7.4: Employment Conditions, in the event of any conflict Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998. The Basic Conditions of Employment Act of 1997 (Act No 75 of 1997), as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers. The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014, promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall be in possession of an approved Health and Safety Plan before commencement of the Works or any part thereof."
4.3.3	Add the following new clause: "Contractors Designer The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract."
4.4.1	Add the following to clause 4.4.1: The Contractor shall subcontract a portion of the works to Small Medium and Micro Enterprises (SMMEs) based in the Free State Province. Priority should be given to Dihlabeng Local Municipality based contractors.



Clause	Contract Data
4.5	Add the following new Sub-Clauses: 4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits. 4.5.6 On the request of the Contractor and certified by the Employer's Representative as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of EFT in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause. The Contractor shall provide proof to the Employer's Representative of all payments effected by him. The Employer will deduct the sums advanced by the Employer, adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor if such sums are payable by the Contractor in the ordinary course of his business. The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.
4.11.3	Add the following to Clause 4.11 "Notwithstanding the wording of this Clause, on request of the Contractor, the Employer may at his sole discretion provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.
5.3.1	The following documentation is required before the Commencement with the Works: - Health and Safety Plan (Clause 4.3) - Initial programme (Clause 5.6) - Security (Clause 6.2) - Insurance (Clause 8.6) - Letter of Good Standing
5.3.2	The Contractor is required, within 14 days of the Commencement Date, to submit the documents listed below to the Employer's Representative for his approval. Health and Safety Plan A health and safety plan in terms of Clause 7(1) of the Construction Regulations (February 2014). Initial Programme An Initial Programme of work in terms of Clause 5.6. No extension of time claim will be evaluated without an approved initial programme. Security A guarantee from an Insurance Company to be jointly and severally bound with for an amount equal to ten per cent (10%) of the Contract Price. The of the Guarantee shall be identical to the pro forma currently in use by the on civil engineering contracts. Insurance Submit copies of receipts of registration, or payment for the premiums for the following as required by the new Clause 8.6 in this Contract Data. - Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended - Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident; - Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; - Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third-Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million; - 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.



Clause	Contract Data
	(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance. (g) Signed sub contract agreements with EME subcontractors including full details of work package agreed on for each EME.
5.4.2	Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in section 4: Scope of Work 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.
5.8.1	Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00. Non-working days are Saturdays and Sundays and special non-working days are public holidays, election day of the local government elections and national elections (when applicable) and the official builder's holidays as defined by SAFCEC.
5.8.1.5	Add the following additional Clause to Clause 5.8 "The cost of supervision by the Employer's Representative-or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor's account".
5.12.2.2	Add to Clause 5.12.2.2: The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Representative in writing. The submission shall be made within five calendar days of the resumption of work. The Employers Representative shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole. The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.
5.12.2.4	Amend the clause to read as follows: "Any disruption which is entirely beyond the Contractor's control except for internal (contractors own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.
5.12.3	Amend the clause to read as follows: "If an extension of time is granted, the Contractor shall be paid additional time-related General items in respect of plant, labour and supervision, including for special nonworking days, if applicable.
5.12.5	Add the following new sub-clause to Clause 5.12 5.12.5 Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Representative rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five



Clause	Contract Data
	normal working days, will be taken in account for the extension of time.
5.13.1	The penalties for failing to complete the Works shall be as follows: The penalty for delay is R10, 000.00 (Ten thousand Rands) per day.
5.16.3	The latent defect period is 10 years after the issuing of the final completion certificate.
5.14.5.5	Delete Clause 5.14.5.5 and replace with: "Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data."
6.2.1	Replace the wording "as selected" in Clause 6.2.1 with "as stated". The security to be provided by the Contractor for each work assignment shall be: - a performance guarantee of ten per cent (10%) of the Contract Price, plus - retention monies amounting to five per cent (5%) of the Contract Price. Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. The performance guarantee shall be from an approved Insurance Company or Financial Institution to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C 1.3: Form of Guarantee of the Contract Data."
6.2.2	Replace the entire contents of Clause 6.2.2 with the following: "If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause C 1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."
6.2.3	Replace the entire contents of Clause 6.2.3 with the following: "The Contractor shall ensure that the performance guarantee remains valid and enforceable until the issue of the Certificate of Completion."
6.8.2	The application of a contract price adjustment will NOT apply to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials is NOT allowed . The Contractor will be required to provide full details in Part 2 of the Contract Data.
6.10.1.5	The percentage advance on materials net yet built into the Permanent Works is 80%.
6.10.3	Replace the entire contents of Clause 6.10.3 with the following: "Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data." The percentage Performance Guarantee is 10% . The limit of retention money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
6.10.4	Amend the following clause: Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days" and "within 30 days".
6.10.4	Add the following sub-clause 6.10.4.1: "The Contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP) reports, together with the monthly payment certificate. Payment to the Contractor will not be processed until the EPWP reporting or any other reports as agreed to for the specific month is provided."
6.10.6.2	Replace Clause 6.10.6.2 with the following new Clause: 6.10.6.2 No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.
6.11.1.3	In line 3 of the second paragraph delete "15" and replace it with "25%".
8.6	Delete Clause 8.6. and replace with the following:
8.6.1	Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever, and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Employer shall effect and maintain for the duration of the Contract until the



Clause	Contract Data
	expiry of the Defects Liability Period, including initial transit to the Contract site
	• Contract Works Insurance (including SASRIA Insurance) and • Public Liability (Third Party) Insurance both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract.
	The Policy will be subject to the normal terms, exceptions and conditions applicable to such insurance and will provide the following cover: <u>Section 1 — The Contract Works</u> (a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein. "Temporary Works" shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which (i) do not comprise mobile plant, (ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or (iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price. (b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above. <u>Section 2 — Contract Liability</u> Indemnity against the insured parties' legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract. THE SUMS INSURED/LIMIT OF LIABILITY SECTION 1 - CONTRACT WORKS (a) Property insured under Section 1 (a) The Contract Works The Agreed and Accepted Contract Value (subject to a maximum of R100 m) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers' agreement to amend these limits is obtained in writing. (b) Property insured under Section 1 (b) Surrounding Property R2,500,000 each and every loss SECTION 2 - CONTRACT LIABILITY Limit of Indemnity R20,000,000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event. EXCLUDED CONTRACTS The following Contracts are specifically excluded from the "blanket" cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms & Conditions of such policy with the Contractor in writing. 1. Any Contract with a Contract Price at award of over R100,000,000 2. Any Contract with a construction period at award exceeding 24 months



Clause	Contract Data																												
	3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months 4. Any Contract involving 5. Underground Mine or Colliery Working 5.1 Tunnelling 5.2 Foul Berthing 5.3 Stevedoring Work 5.4 "Wet" work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water.																												
8.6.2	THE DEDUCTIBLES The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows: (A) STANDARD BUILDING CONTRACTS <table><tr><th></th><th>Description</th><th>Excess</th></tr><tr><td>A1</td><td>Contract Value up to R10M</td><td>R 10,000</td></tr><tr><td>A2</td><td>Contract Value above R10M up to R25M</td><td>R15,000</td></tr><tr><td>A3</td><td>Contract Value above R25M</td><td>R25,000</td></tr></table> (B) CIVIL & ALL OTHER CONTRACTS <table><tr><th></th><th>Description</th><th>Excess</th></tr><tr><td>B1</td><td>Contract Value up to R1M</td><td>0.25% of claim minimum R10 000</td></tr><tr><td>B2</td><td>Contract Value above R1M up to R5M</td><td>0.25% of claim, minimum R20,000</td></tr><tr><td>B3</td><td>Contract Value above R5M</td><td>0.25% of claim, minimum R50,000</td></tr></table> (C) LIABILITY RISKS Liability limit: R20,000,000 <table><tr><th>Description</th><th>Excess</th></tr><tr><td>All Contracts</td><td>R25,000 in respect of loss or damage caused by fire and damage to underground services R20 000 in respect of all other losses.</td></tr></table> (D) SASRIA Rate: 0.0072%		Description	Excess	A1	Contract Value up to R10M	R 10,000	A2	Contract Value above R10M up to R25M	R15,000	A3	Contract Value above R25M	R25,000		Description	Excess	B1	Contract Value up to R1M	0.25% of claim minimum R10 000	B2	Contract Value above R1M up to R5M	0.25% of claim, minimum R20,000	B3	Contract Value above R5M	0.25% of claim, minimum R50,000	Description	Excess	All Contracts	R25,000 in respect of loss or damage caused by fire and damage to underground services R20 000 in respect of all other losses.
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8.6.3	The Employer will pay all premiums in connection with the insurance effected by the Employer In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor or sub-Contractor shall (a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage; (b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay — a copy shall be sent to the Employer's Agent; (c) Negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer. The Employer and Insurers shall have the right to make all and any enquiries, either on site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.																												
8.6.4	Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Employer shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement																												



Clause	Contract Data
	the loss or damage, but this provision shall not in any way affect the Contractors obligations, liabilities and responsibilities in terms of the Contract.
8.6.5	Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.
8.6.6	The Contractor and/or Sub-Contractor shall provide, as a minimum, the following: (a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident (c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things (d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million (e) 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 (f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
8.6.6	The Contractor and/or Sub-Contractor shall provide, as a minimum, the following: (g) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (h) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident (i) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things (j) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million (k) 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 (l) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
8.6.7	The Contractor may affect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.



Clause	Contract Data
8.6.8	The insurances to be provided by the Contractor and Sub-Contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
8.6.9	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
8.6.10	Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall (a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and (b) ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.
8.6.11	The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract.
9.1.4	<u>Replace Clause 9.1.4 with the following:</u> "Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: (h) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Representative, and (i) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Representative. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities. Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Representative will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted. No payment will be made in terms of this Clause after the expiry of the due completion date."
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
11	<u>Add the following additional clause:</u> "11 Details to be confidential" The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Representative."



CONTRACT DATA (PART 2)

Part 2: Data provided by the Contractor

Clause	Contract Data																																							
1.1.1.9	The name of the Contractor is: _____ _____																																							
1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone : _____ Facsimile : _____ E-mail : _____ Address: _____ _____																																							
5.12.1	The time for completing the works is _____ months.																																							
6.5.1.2.3	The allowances percentage of the following items must be completed: <table> <tr> <td>Percentage Allowance for Workman:</td><td>Labour</td><td>_____ %</td></tr> <tr> <td></td><td>Machinery</td><td>_____ %</td></tr> <tr> <td>Percentage Allowance for Materials:</td><td>Cost of Material</td><td>_____ %</td></tr> <tr> <td></td><td>Contractor Profit</td><td>_____ %</td></tr> <tr> <td></td><td>Subcontractor Profit</td><td>_____ %</td></tr> <tr> <td></td><td>Time Keeping</td><td>_____ %</td></tr> <tr> <td></td><td>Clerical work</td><td>_____ %</td></tr> <tr> <td></td><td>Insurance</td><td>_____ %</td></tr> <tr> <td></td><td>Establishment</td><td>_____ %</td></tr> <tr> <td></td><td>Superintendence</td><td>_____ %</td></tr> <tr> <td></td><td>Hand tools</td><td>_____ %</td></tr> <tr> <td></td><td>Other</td><td>_____ %</td></tr> <tr> <td></td><td>Total:</td><td><u>100</u> %</td></tr> </table>	Percentage Allowance for Workman:	Labour	_____ %		Machinery	_____ %	Percentage Allowance for Materials:	Cost of Material	_____ %		Contractor Profit	_____ %		Subcontractor Profit	_____ %		Time Keeping	_____ %		Clerical work	_____ %		Insurance	_____ %		Establishment	_____ %		Superintendence	_____ %		Hand tools	_____ %		Other	_____ %		Total:	<u>100</u> %
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6.8.3	The contractor is to list below any special materials on which any increase or decrease in price must be considered separately from any contract price adjustment formula: <table border="1"> <thead> <tr> <th>Type Material</th><th>Unit</th><th>Rate or Price</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table>	Type Material	Unit	Rate or Price																																				
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PART 3: FORM OF GUARANTEE (PRO FORMA)

DEPARTMENT OF HUMAN SETTLEMENTS FREE STATE PROVINCE

CONSTRUCTION OF TURNKEY/DESIGN AND BUILD CONTRACTOR FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSOHO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY

Bid No. HS-B09/2023-2024

WHEREAS

.....
(herein after referred to as "the Employer") entered into, a Contract with

.....

(Herein after called "the Contractor") on the day of20.....

For the construction of

.....

At

.....

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

AND WHEREAS

Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alternations, directions or 5.s of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudices nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, r of any medication, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....(R)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as



.....
IN WITNESS WHEREOF this guarantee has been executed by us at

On thisday of20.....

As witnesses:

1. Signature.....

..... Duly authorized to sign on behalf of

.....

Address.....

.....

.....



SECTION F

SCOPE OF WORK AND TECHNICAL SPECIFICATION



SECTION 4: SCOPE OF WORK AND TECHNICAL SPECIFICATION

CONTENTS

Section 4.1	Description of the Works
Section 4.2	Engineering
Section 4.3	Construction
Section 4.4	Management
Section 4.5	Health and Safety Requirements and Procedures
Section 4.6	Environmental Management Requirements

SECTION 4.1: DESCRIPTION OF THE WORKS

4.1.1 EMPLOYER'S OBJECTIVE

The Employer, the Free State Department of Housing, intends to develop cohesive, sustainable, and integrated human settlements in various districts of the Free State. The Client is committed to accelerated delivery of this housing as a key strategy for poverty alleviation; One of the areas in the Province earmarked for development of sustainable human settlements is Fateng Tse Ntsho Extension 5, in Paul Roux. The Department is now in the process of providing Water, Sewer, Roads and Stormwater Infrastructure services to the area.

The water and sewer services are currently being installed by others under a separate Contract. Under this Tender, the Department is inviting tenders for the construction of a Block Paved Road Network and Stormwater infrastructure Services in Fateng Tse Ntsho Extension 5, Paul Roux, Free State.

The Employer's objective is to install complete road and stormwater infrastructure for 743 SITES in Fateng Tse Ntsho, Paul Roux, Extension 5.

The Employer desires that the construction of the road and stormwater infrastructure be of a high standard and completed within the shortest practical time.

4.1.2 OVERVIEW OF THE WORKS

The Free State Housing Department is planning and constructing infrastructure for the proposed Fateng Tse Ntsho Extension 5, human settlement development comprising of 743 stands. It will provide water, sewer, roads and stormwater infrastructure services among others.

The site proposed for development currently has no existing Municipal services. The only existing services are located on its northern side.

The water and sewer services are currently being installed by others under a separate Contract. Under this Tender the Department will construct a Paved Road Network and Stormwater infrastructure Services in Fateng Tse Ntsho Extension 5.

The Employer's objective is to install complete road and stormwater infrastructure for 743 sites in Fateng Tse Ntsho Extension 5, Paul Roux.

Stormwater collection will be through a network of concrete pipes and all stands will be accessed via paved access roads.

The works will also include facilitating and ensuring compliance of all construction regulatory requirements like Occupational Health & Safety, Environmental matters, Health matters like COVID and AIDS awareness campaigns.

The Contractor's obligations under the Contract comprise the design, construction and completion of the works. The provision of professional engineering services, all labour, materials, construction plant, temporary works and everything, whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred in the Contract.

4.1.3 EXTENT OF THE WORKS

The works called for under this contract comprise the following:

i) Stormwater Infrastructure Services

- Design and Construction of the following concrete class D stormwater pipelines
 - a) DN 450 mm x 5.9 km long;
 - b) DN 600 mm x 0.4 Km long and;
 - c) DN 1200 mm x 0.84 km long.

- Construction of the following stormwater associated works: road crossings, culverts, inlet and outlet structures, catchpits, side drains, V-drain open channels.

ii) Road Infrastructure

- Design of the internal road network and stormwater
- Construction of a block paved township road network totalling 8.50 km.
- Construction of mountable kerbs.
- Construction of block paved pedestrian walkways 1.5 metre wide X ±8.50 Km long.
- Setting out of the road works.
- Bulk earthworks.
- Construction of layer works.
- Construction of temporary road deviations to cater for existing traffic and reinstatement thereof on completion of the contract in accordance with the requirements stipulated in the Environmental Management Programme (EMP).
- Erect road signs and place/paint road markings

The following road layer works are applicable to this contract:

- Surfacing: 60mm interlocking paving bricks, Type S-A, Class 35, including bedding sand, all in compliance with SABS 1058
- Subbase: 200 mm thick gravel base layer (G5) compacted to 95% of modified AASHTO density
- Subgrade: 200 mm thick gravel base layer (G7) compacted to 93% of modified AASHTO density
- In-Situ roadbed: Ripped, shaped and compacted to 93% Modified AASHTO density

iii) General

- Labour based construction methods will be used along relevant portions of the project considered to be safe and/or appropriate to undertake such works.
- Site clearing, and rehabilitation of areas affected by construction activities shall be carried out in accordance with the requirements stipulated in the Environmental Management Programme (EMP).

Temporary Works

Temporary works under this project will specifically include inter alia;

- Construction of temporary by-passes to deal with traffic during construction.
- Provision of trench coverings for minor tracts and residential accesses.
- Traffic control during construction operations.
- Barricading and signposting for the duration of the contract.

The tenderers will procure all materials required for construction (e.g. pipes and fittings, bedding material etc). In addition, the following will be done:

- Protection of existing services
- Pipe laying and bedding for the new pipelines,
- Minor concrete works (like kerbs, stormwater inlet and outlet structures, etc)
- Backfilling and compaction.
- Traffic control measures.

4.1.4 LOCATION OF WORKS

The works are located in Dihlabeng local Municipality in the Thabo Mofutsanyane District Municipality, Free State. They are west of the existing Fateng tse Ntsho Township, across the Sands River, in Paul Roux on a greenfield site. The site is adjacent to the N5 National Road and has easy vehicular access.

Access over private property requires the permission of the owners and the Contractor is required to make contact with relevant parties to ensure that the necessary permission is obtained prior to any work commencing on the various properties. Permission to Occupy forms will be made available to the Contractor for the purpose of recording owners' approval for access to private property.



The Contractor shall indemnify the Client and the property owners against any damages or claims arising from the use of any tracks and rights of way by the Contractor or his Representatives / deliveries.

The Contractor shall take cognisance of the above-mentioned items as well as other landowners' requirements and allow for any costs in his tender under the relevant section in the Bill of Quantities.

4.1.5 CHARACTER OF STRATA AND MATERIALS ON SITE

4.1.6 GEOTECHNICAL INFORMATION

The geotechnical report is attached as **Annexure AA** in this section.

4.1.7 EXISTING SERVICES

Known services

All known services will be shown to the Contractor. The Contractor will be required to contact all service owners and ascertain the location and status of all services irrespective of whether they are shown to him/her or not. The Contractor must confirm with the Employer's Representative the location of services prior to commencing excavations.

No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request in writing from the Employer's Representative the latest available drawings showing the location of services already installed.

Treatment of Existing Services

The Contractor shall inform the Employer's Representative of all services affected or permanently affected by the works and services shall not be exposed, re-routed, or modified and without the written approval of the service owner. Existing services shall be protected as required, including re-routing of traffic, hand excavation in the vicinity of buried services and strutting or otherwise supporting services that cross trenches or excavations.

Use of Detection Equipment

Where the presence of underground cables is suspected the Contractor shall use such methods as necessary, including cable or metal detectors, to prevent unnecessary damage and consequent delay and cost of repair.

Damage to Services

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside Authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate. The Employer will attend to the payment of monies due to outside authorities, should the Contractor not make direct payment timeously.

Landowners' Considerations

Open fires are prohibited under all conditions.

Water, and any other resources on the site, may not be utilised by the Contractor without the specific written approval of the owners.

Spoil material and solid waste shall not be disposed of on privately owned land or state land without the specific written approval of the landowner.



The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The working strip and all working areas shall be fenced off and access to the fenced areas shall be only possible via entrances that shall be under the control of the Contractor at all times. The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he/she is working.

The Contractor is to ensure that all landowners are notified no less than one month prior to construction commencing on or adjacent to their properties.

4.1.9 TEMPORARY WORKS

The Contractor shall be required to obtain the use of suitable land and to establish maintain and secure his site office, workshop, storage facilities for pipes, plant, equipment, fittings, fuel, lubricants and all other materials required in the performance of this contract, all in terms of the requirements of the contract as described in Section 4 of this document including environmental considerations.

The Contractor will be responsible for identifying possible areas for a site camp and any storage area like pipe yards. The use of these areas must be discussed with the Employer, landowners and any other relevant parties.

The Contractor is to allow for all temporary works required for this Contract, including the necessary access and construction roads, lighting, ventilation, shoring of trenches and excavations etc., as may be required to enable the permanent work to be constructed. No construction activities shall be permitted outside of the demarcated working areas. All excavations must be fenced off and controlled with gates at all times to prevent unauthorised access to the property and to prevent the risk of pedestrians or animals falling into the pits or trenches.

Where the Contractor has been granted permission to construct temporary access routes etc. from the relevant parties, the Contractor shall maintain such throughout the contract period by filling, watering, compacting and grading suitably imported gravel fill material, inclusive of forming drainage channels as necessary providing passable vehicular access to the property owners and tenants, construction teams, etc. at all times, so as to comply with the terms of those agreements.

Material from excavations must be stockpiled neatly along trenches, where space permits, or removed to a temporary stockpile area. Upon completion, surplus soil must be removed from site. The Contractor shall make his own arrangements with the individual property owners and occupants for permission to traverse or to borrow or spoil materials as deemed necessary for the execution of the work.

4.1.9.1 Tidying up of the Works

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work described in this sub-section.



4.1.9.2 Wayleaves

Applications for any wayleaves will be done as part of the contract's site hand-over and inspection stage of the project.



ANNEXURE AA

GEOTECHNICAL INVESTIGATION REPORT

SECTION 4.2: ENGINEERING

4.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage

<i>Concept, feasibility and overall process</i>	<i>Contractor</i>
<i>Basic engineering and detail layout to tender stage</i>	<i>Employer</i>
<i>Final design to be approved for construction stage</i>	<i>Employer's Representative</i>
<i>Temporary works:</i>	<i>Contractor</i>
<i>Preparation of as-built drawings</i>	<i>Contractor</i>

4.2.2 EMPLOYER'S DESIGN

No designs shall be prepared by the Employer.

4.2.3 CONTRACTORS' DESIGN

The Contractor's responsibilities for design and documentation includes, but is not necessarily limited to, the descriptions below:

Preliminary Design Report

These shall be undertaken in accordance with the requirements ECSA Scope of Services Guidelines, Clause 3.2.2) for construction of both, the Block Paved Road Network and the Stormwater Infrastructure. Report to include a preliminary programme, preliminary drawings and a preliminary estimates of costs. (Further work may not proceed until approval of the Report).

Detailed Design Report

Preparation and submission of a Detailed Design Report in accordance with the requirements ECSA Scope of Services Guidelines, Clause 3.2.3) complete with drawings, programme and a detailed priced BoQ for:

- A block paved township road network as shown on layout Drawing CIV-F001
- Stormwater infrastructure facilities comprising of concrete pipes complete with manholes, inlet and outlet structures, headwalls, etc

Design of Temporary Works

The Contractor will be responsible for the design of all temporary works and all construction methods, including those for the tie-ins and interconnecting works and all shoring and lateral support that may be required for trenching. The Contractor will also be responsible for the preparation of method statements as required and for preparing designs for the removal, relocation and/or reconstruction of any existing facility that will be affected by the construction of the new pipelines.

The Contractor shall be responsible for the layout of his site camp, construction areas, design of the pipe yard and all temporary works, including construction access, culverts and drainage. The Contractor is also referred to the Employer's Environmental Specification in this regard.



Other Documentation Required from Contractor

Operation and Maintenance Manual

The Contractor shall be responsible to produce the Operations & Maintenance Manual for the Works. Two draft copies of the O & M Manual shall be issued to the Department as well as the Municipality prior to commissioning of the Works. Before the Certificate of Practical Completion is issued (after the successful completion of the Trial Operational Period) four final copies of the final approved version of the O & M Manual shall be issued to the Engineer.

Binders with hard plastic covers and four-ring spring clip holders shall be used. Binders shall not be over-filled to allow use without damage to the contents. A spare binder shall be provided for every three used, marked with the contract information. At least one set shall contain original copies.

The manual shall be of a standard acceptable to the Engineer. Title labels which include contract number, title, location, Contractor's name as well as the equipment or fittings used together with volume number and contents shall be fixed on the front as well as the spine of the binders.

Manuals shall be in English only, with sections of equipment arranged by labelled dividing separator sheets. Where standard literature is obtained from suppliers or manufacturers, this shall be neatly photocopied in A4 size, with the applicable sections clearly marked, omitting duplicate sections in languages other than English.

Comprehensive indexes shall be included, with separate sections (with their own index) where required, as follows:

- Record (as-built) drawings referenced to the drawings list in C3.2.3.
- Fittings and equipment supplied
- A comprehensive schedule of routine maintenance for the works.

4.2.4 (B) PROCUREMENT

i) Preferential procurement procedures

Requirements

It shall be mandatory to sub-contract a portion of the works to Free State based companies, priority should be given to SMMEs with a registered address within the Dihlabeng Local Municipality. The supervision of SMMEs shall also be mandatory.

The conditions associated with the granting of preferences, if any, and the sanctions relating to a breach of preferencing conditions are contained in the Tender Data.

The Free State Department of Human Settlements wishes to empower the Local Emerging Sub-Contractors residing within the project area. The Employer has therefore designated the following items from the contract as mandatory sub-contracting items reserved for Local Emerging Sub-Contractors:

1. Supply and construct pre-cast concrete chambers/ manholes;
2. Supply and install road marker posts;
3. Rehabilitation of roads disturbed by trenching;
4. Supply and erect fencing.

The administration of the mandatory sub-contract work is detailed in C3.3.2.

ii) Resource standard pertaining to targeted procurement

The Employer has determined that 100% of the Contractor's unskilled labour force shall be made up from the Dihlabeng Local Municipality area. Local labour employed on the contract shall be paid in accordance with the Civil Engineering Industry minimum wage rate and all statutory conditions of employment shall be met including registration with the Unemployment Insurance Fund.



Part of the contract work may be executed by Labour Intensive Construction methods. Guideline daily rate tasks for various activities are detailed in C3.3.1. The task is calculated as 9 hours work.

iii) **Contracts of Employment**

All employees of the Contractor shall be issued with a written contract of employment which shall be signed by the Contractor and the employee. The contracts shall be in isiZulu/Sesotho and in English.

Contracts of employment shall incorporate, inter alias, the following:

- personal particulars.
- job title and job description.
- employment period, including any probation period, which probation period shall not exceed 13 weeks.
- hours of work, statutory holidays, vacation, sick leave.
- remuneration, including wage rates for overtime, and any monetary allowances and deductions applicable to any probationary period and the time after its satisfactory completion.
- method of payment.
- medical and any other social benefits.
- conditions precedent to termination of employment.

and shall be accompanied by a written statement of company procedures covering such matters as training, promotion and redundancy policies, procedures for dealing with grievances, disciplinary procedures, protective clothing and occupational safety, and the like.

iv) **Induction Programme**

Before starting training or regular working, all employees shall attend an induction programme at which, inter alia, methods of working, site safety procedures, environmental policies, and the employees' role in relation to them shall be addressed. The employees shall be given an introduction to the Contractor's general industrial relations policy and procedures, covering such subjects as selection for promotion and redundancy, any bonus schemes, procedures for dealing with grievances, disciplinary procedures, and the like.

v) **In-task Training**

In-task training of the workforce is a general responsibility of the Contractor to ensure that his workforce is sufficiently skilled, Health and Safety aware and Environmentally compliant as per the Employer's Environmental Specification. The Contractor shall provide in-task training of local labour during the construction of the works and at this own cost. In-task training shall consist of training and guidance of team leaders, assistants, and labour in those construction activities where the labour is engaged. The in-task training shall cover all training and guidance required to ensure that the leaders and labour are able to carry out the project tasks in accordance with the requirements of the project specification.

All personnel involved in construction shall also be trained in the Employer's Environmental Management System. The in-task training shall be carried out by the Contractor's on key and skilled personnel.

Labour Intensive Construction Methods

It is the intention of the Employer to enhance local employment as far as possible. Certain tasks may be suitable for use of labour intensive methods. The Contractor shall plan his works in general to make maximum use of labour intensive methods in addition to the use of plant where appropriate.

The tasks that may be suitable for use of labour intensive methods are:

- Pipeline trench excavation in soft material for trench depths not exceeding 1,5m



depth.

- Placement of bedding cradle and bedding blanket.
- Backfilling of pipe trenches
- Construction of Gravelled access roads

Classification of materials for hand excavation shall be as per Annex B of SANS 1921 Part 5 (Tables B.1 & B.2). For excavation by hand, daily task rates shall be as per Table B.3 (Annex B) of SANS 1921 Part 5 ('Typical production per 6 hour task'), where the task rate varies according to classification of soft material (Soft Class 1, Soft Class 2 & Soft Class 3) and depth of excavation (Refer also PSDB 5.4.1.). Cases of disagreement in classification of excavation shall be referred to the Engineer, whose decision is final. A task for placing bedding and backfilling by hand (excluding compaction) may be agreed at 7,0m³/day.

Machine excavation shall be used where the classification of excavation is 'intermediate' or 'hard' and for excavation of pipe trenches beyond 1,5m in depth. Machine excavation may also be used where the community reports that the work is too hard for manual labour. The CLO will be the liaison person in this respect.

v) **Subcontracting**

The Contractor shall subcontract a portion of the works to Small Medium and Micro Enterprises (SMMEs) based in the Free State Province. Priority should be given to Dihlabeng Local Municipality based contractors.

Should the Tenderer wish to employ Sub-Contractors of his own choice for part of the works, this is to be clearly indicated in Schedule T of the Returnable Schedules, showing the full names and addresses of all proposed Sub-Contractors for which approval of the Employer's Representative is sought and stating the section of the works that each will be handling.

The portions of the works listed above are earmarked for construction by Local Emerging Sub-Contractors from the Employer's Incubator programme. The process of mandatory subcontract work shall be as follows:

1. The Contractor shall indicate on his programme at what stage the sub-contractors will be required for the various work items
2. The Employer's ISD Consultant shall identify eligible candidates as Local Emerging Sub-Contractors and present these to the Contractor ahead of the deadline for appointing the sub-contractors.
3. The Contractor shall select from the identified Local Emerging Sub-Contractors.

An item has been included in Section 1 (Preliminary and General) of the Bills of Quantities to enable tenderers to price for their costs associated with the use of local disadvantaged SMMEs, namely, the identification, selection, invitation of quotations, negotiations, award of a sub contract(s) and then the training and assisting and supervising of the SMME(s). It is specifically noted that the Employer's requirement for SMMEs to be engaged will not in any way relieve the main Contractor of any of his obligations in terms of the Contract.

In the event that the Employer's ISD Consultant fails to identify sufficient available candidates as Local Emerging Sub-Contractors ahead of the deadline for the employment of such sub-contractors, as shown on the Contractor's approved programme, the Contractor shall be released from the obligation of mandatory subcontract work and shall be free to appoint a sub-contractor of his own choice or to undertake the work directly using own resources.

Subcontracting of specialised portions of the work is permitted in principle up to a maximum of twenty five percent (25%) in total of the approved contract value. The appointment of subcontractors shall only be formalised on the basis of the presentation of a suitable and compliant sub-contracting agreement in the CIDB format or other acceptable format.

Environmental Rehabilitation

Whilst the Contractor will be required to carry out rehabilitation works as described and/or specified elsewhere in the document and/or to reinstate all areas affected by the works to conditions no worse than they were prior to the commencement of construction, the



Contractor will be required to appoint a specialist environmental rehabilitation sub-contractor to carry out rehabilitation works at specific locations as described in the Environmental Management Plan to be drawn up as a product of the Environmental Basic Assessment to be undertaken.

The present indications are that the Employer will require the Contractor under this Contract, to enter into a sub-contract with a specialist environmental firm who will, subject to agreement, become a “selected sub-contractor” to the Contractor under this Contract.

Free State Department of Human Settlement Code of Conduct applicable to the Procurement of Goods, Services, Engineering and Construction Works

The Contractor shall undertake the contract in accordance with the Free State Housing Department Code of Conduct applicable to the Procurement of Goods, Services, Engineering and Construction Works.



SECTION 4.3: CONSTRUCTION

4.3.1 APPLICABLE SANS 2001 OR SANS 1200 STANDARDS FOR CONSTRUCTION WORKS

Where reference is made to the standard specifications in the contract document, it shall mean the Standardization Specifications for Civil Engineering Construction (SANS 1200), as published by the South African Bureau of Standards.

The Standard Specifications might not cover all the different types of work included in the Contract. The general requirements for portions of the Works not covered by the Standard Specifications are described in the Particular Specifications under section 4.3.3.

The clauses under section 4.3.3 are numbered "PS" followed by a letter and a number corresponding to the number of the relevant clause in the Standard Specifications. New clauses not covered by clauses in the Standard Specifications, if included here, are also designated "PS" followed by a letter and a number. These numbers follow on the last clause number used in the relevant sections of the Standard Specifications.

4.3.2 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.

CIVIL AND STRUCTURAL ENGINEERING

SANS 1200 A	:	General
SANS 1200 AB	:	Employer's Agent's Office
SANS 1200 C	:	Site Clearance
SANS1200 D	:	Earthworks
SANS1200 DA	:	Earthworks (Small Works)
SANS1200 DB	:	Earthworks (Pipe trenches)
SANS1200 DK	:	Gabions and Pitching
SANS1200 DM	:	Earthworks (Roads; Subgrade)
SANS 1200 G	:	Concrete (Structural)
SANS1200 GA	:	Concrete (Small Works)
SANS 1200 L	:	Medium Pressure Pipelines
SANS1200 LB	:	Bedding (Pipes)
SANS1200 LC	:	Cable Ducts
SANS1200 LD	:	Sewers
SANS1200 LE	:	Stormwater Drainage
SANS 1200 LF	:	Erf Connections (Water)
SANS1200 M	:	Roads (General)
SANS1200 ME	:	Sub-base
SANS 1200 MF	:	Base
SANS1200 MH	:	Asphalt Base and Surfacing
SANS1200 MJ	:	Segmented Paving
SANS1200 MK	:	Kerbing and Channelling
SANS1200 MM	:	Ancillary Roadworks



The following variations and additions to the Standard Specifications will be applicable to this Contract.

4.3.3 PARTICULAR 1 GENERIC SPECIFICATIONS

Should any requirement of section 4.3.3 conflict with any requirement of the Standardized Specifications then the requirements of section 4.3.3 shall prevail.

4.3.3.1 The term "project specifications" appearing in any of the SANS 1200 Standardized Specifications must be replaced with the terms "scope of work".

4.3.3.2 The variations and additions to the Standard Specifications are as follow.



PROJECT SPECIFICATIONS

SCOPE

These Project Specifications are set out in two portions. Portion 1 covers the general description of the project, the facilities available and the requirements to be met. Portion 2 covers variations and additions to the Standardized Specifications that are applicable to this contract.

STATUS

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

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- **PS 1 : GENERAL DESCRIPTION**

Refer to C3 Scope of Work

1.1.2 PS 2: DESCRIPTION OF SITE AND ACCESS

The site is located at the following co-ordinates:

Latitude: 28°18'12.95"S **Longitude:** 27°58'13.07"E

1.1.3 PS 3 : NATURE OF GROUND AND SUBSOIL CONDITIONS

Refer to Geotechnical Report.

1.1.4 PS 4 : DETAILS OF CONTRACT

Refer to C3 Scope of Work

1.1.5 PS 5 : CONSTRUCTION PROGRAMME

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

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

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

Sufficient digital photographs of all existing structures and obstructions must be taken by the Contractor, compiled electronically, indexed and handed over to the Employer's Representative before construction commences. A special payment item is included for a digital photo record in the Schedule of Quantities under other fixed-charge obligations.

The Contractor shall submit a programme of work to the Employer's Representative as stated in the Contract Data. This programme must take into account, and allow for phased completion of the work. The Employer's Representative may instruct the Contractor to stop construction work at any stage and time, as may be dictated by financial constraints highlighted by the Clients Cost Control Programme.

If necessary, the Employer's Representative may instruct the Contractor to adjust his programme to suit other activities.

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

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

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

If the programme submitted by the Contractor in terms of Clause 5.6 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 5.5.1 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.



Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Representative to take steps as set out in Clause 9 of the General Conditions of Contract.

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

(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)

1.1.6 PS 6 : SITE FACILITIES AVAILABLE

1.1.6.1 PS 6.1 : Camp site

A site will be chosen by the Contractor for his construction camp and offices and be approved by the Employer or Employer's Representative.

1.1.6.2 PS 6.2 : Water, electricity and sewage

The contractor will clarify the availability of water, electricity and sewerage services in the vicinity with the Employer or Employer's Representative.

1.1.7 PS 7 : SITE FACILITIES REQUIRED

1.1.7.1 PS 7.3 : Water, electricity and sewage

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

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

1.1.7.2 PS 7.4: Site instruction book

A triplicate book shall be provided for the Employer's Project Manager to be used for site instructions. It shall at all times be kept on the site.

1.1.7.3 PS 7.5: Site correspondence book

A triplicate book shall be provided for the Employer's Project Manager to be used for correspondence. It shall at all times be kept on the site.

1.1.7.4 PS 7.6: Rainfall facilities

The contractor must set up his own rainfall gauge. The Employer or Employer's Project Manager must approve the location and positioning of the rain gauge. A special payment item is included for a rainfall gauge in the Schedule of Quantities under other fixed-charge obligations.

1.1.8 PS 8 : FEATURES REQUIRING SPECIAL ATTENTION

1.1.8.1 PS 8.1 : Access to properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

If, as a result of restricted road reserve widths and the nature of the works, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions in order to provide access to the erven and properties.

The Contractor may, with the approval of the Employer's Representative, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the



road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions. The Contractor shall also comply with all the requirements of the Local Authority with regard to safety, signage and notices to the public.

1.1.8.2 PS 8.2 : Existing residential areas

Access to the adjacent residential areas shall be maintained at all times, as shall access to individual houses.

Electricity and water supply interruptions to existing residential areas shall be kept to a minimum. Whenever it is necessary to interrupt these supplies, the Employer's Representative's approval shall first be obtained. The affected residents shall then be notified in writing at least 3 days, but not more than 5 days in advance. Supplies shall be normalized by 16:00 on the same day.

Cognisance shall be taken by the Contractor of the possibility of residents from the adjacent residential areas having access, whether authorized or not, to the works. It is strongly emphasized that under no circumstances shall any claims be considered for delays or disruptions as a result of the presence of residents from the adjacent occupied areas.

1.1.8.3 PS 8.3 : Facilities to other Contractors

In addition to the requirements of clause 4 of the general conditions of contract, the Contractor must make allowance for the presence of other Contractors engaged on other contracts on the site, which may involve, inter alia, the adoption of his programme to fit in with work to be done by the other Contractors, as well as assuring other Contractors access to their sites along prescribed routes which may fall within the site of this contract.

1.1.8.4 PS 8.4 : Contractor's vehicles

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

1.1.8.5 PS 8.5 : Site maintenance

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

No open fires shall be permitted on the site.

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

1.1.8.6 PS 8.6 : Testing and quality control

The Contractor shall engage the services of an approved independent testing laboratory for the testing of materials and the quality testing of layer works, to ensure that his work conforms to the specifications.

No separate payment will be made for such testing by an approved independent laboratory, the costs of which will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

SANS certificates shall be submitted to the Employer's Representative for all materials and equipment included in the works, where applicable.

1.1.8.7 PS 8.7 : Subcontractors

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



1.1.8.8 PS 8.8 : Existing Services

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

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

- (a) these services actually are in the approximate positions indicated.
- (b) that these are the only services in the vicinity, and
- (c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Employer's Representative before commencing work in the proximity of existing services or works.

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

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

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise. The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

1.1.8.9 PS 8.9 : Safety

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

1.1.9 PS 9 : INFORMATION SUPPLIED BY EMPLOYER

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

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

1.1.10 PS 10 : EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL

If abnormal rainfall or wet conditions occur during the course of the Contract, the Employer may grant an extension of time in accordance with Clause 5.12 of the General Conditions of Contract, calculated in accordance with the formula given below for each calendar month or part thereof:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The symbols shall have the following meanings:

V = Extension of time in calendar days for the calendar month under consideration. When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.



- Nw = Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.
- Nn = Average number of days, derived from existing rainfall records, on which a rainfall of Y mm or more were recorded for the calendar month.
- Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration.
- Rn = Average rainfall in mm for the calendar month, derived from existing rainfall records.

The total extension of time is the algebraic sum of all the monthly totals for the period under consideration, but if the total is negative, the time for completion will not be reduced on account of subnormal rainfall. Extensions of time for part of a month will be calculated by using pro rata values for Nn and Rn.

The factor (Nw - Nn) is considered a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X is considered a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The average rainfall record for the past 10 years at the nearest rainfall station shall be for the purposes of this Contract are taken as normal rainfall. Rn and Nn for this period shall be used and the values of X and Y are **20** and **10** respectively.

1.1.11 PS 11 : CERTIFICATES OF PAYMENT

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

The first certificate will only be processed by the Employer's Representative if the value of work executed exceeds 5%.

1.1.12 PS 12 : CONSTRUCTION IN LIMITED AREAS

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

1.1.13 PS 13 : NON-WORKING DAYS

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Years Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday. A three week construction break during December and January will also be regarded as non working days.

1.1.14 PS 14 : SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas approved by the Employer's Representative. Spoiling shall comply with the applicable statutory and municipal regulations.

1.1.15 PS 15 : DRAWINGS

All "as built" information, as listed below, must be submitted to the Employer's Representative before a certificate of completion will be issued. A special payment item is included for drawings in the Schedule of Quantities under other fixed-charge obligations.



List of "as built" information required

- (a) Exact coordinates and invert level of each sewer manhole and sewer house connection.
- (b) Exact coordinates of each valve chamber and fire hydrant. Coordinates and invert level of each erf connection (water).

Exact coordinates or chainage on the road centre line of each duct road crossing for electrical and irrigation services.

Exact coordinates and invert levels of all stormwater manholes and kerb inlets.

A Registered Land Surveyor shall be required to provide the above information.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer's Representative.

The Employer's Representative will supply any figured dimensions which may have been omitted from the drawings.

1.1.16 PS 16 : LENGTH OF TRENCHES

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Employer's Representative, not more than 200 m of trench in any one place shall be opened in advance of pipe laying operations.

No trench may be left open over the builders' holidays.

1.1.17 PS 17 : SAMPLES

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

1.1.18 PS 18 : MANUFACTURER'S INSTRUCTIONS

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

1.1.19 PS 19 : PROPRIETARY MATERIALS

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Employer's Representative.

1.1.20 PS 20 : NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

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

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

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

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



The standard name board of the South African Association of Consulting Engineers is specified.

1.1.21 PS 21 : SETTING OUT OF WORK

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

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

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Employer's Representative shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Employer's Representative. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

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

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

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Employer's Representative. They shall furthermore be checked and correctly adjusted by the authorized Representatives before the commencement of the contract and subsequently when required by the Employer's Representative and when otherwise necessary. When required the Contractor shall, at his own expense, provide two labourers to assist the Employer's Representative. The Employer's Representative shall have the sole right of approving of such a labourer. Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

1.1.22 PS 22 : WORKMANSHIP AND QUALITY CONTROL

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

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

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



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

1.1.23 PS 23 : TRANSPORT OF MATERIAL

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

1.1.24 PS 24 : PROTECTION OF HISTORICAL WALL / BUILDING

The Contractor shall make every effort to protect A historical wall or building running through the site. No unnecessary damage may be caused and no rocks may be removed.

If, in the opinion of the Employer's Representative, unnecessary damage is caused by uncontrolled vehicle or plant movements, the Contractor will be fined R5000-00 for every square metre so destroyed or damaged.

1.1.25 PS 25 : LIAISON WITH LOCAL AUTHORITIES

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

- (a) Dealing with traffic.
- (b) Locating of existing underground services.
- (c) Protection of existing services during construction.

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

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

1.1.26 PS 26 LOCAL LABOUR AND LOCAL SUBCONTRACTORS

1.1.26.1 PS 26.1 Introduction

It is envisaged that the works will be constructed by one Contractor employing local labour to construct the work applying the principles of the Expanded Public Works Programme (EPWP).

1.1.26.2 PS 26.2 Workload

The Contractor is required to execute certain components of this contract with labour-based construction methods as described in the Specifications.

1.1.26.3 PS 26.3 Assisting ABE's

The Contractor is required to assist ABE's in accordance with the Contractors proposal included in his/her tender.

1.1.26.4 PS 26.4 Local Labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor is expected to limit non-local employees to key personnel only and to employ and train local labour on this Contract.

The Contractor shall complete the form "Supervisory and Safety Personnel" in Section T2.2 Returnable Schedules and state how many non-local key personnel he intends to employ in the various categories. The numbers stated on the above-mentioned form will be strictly controlled during the Contract period and any increase in numbers is subject to the approval of the Employer.

A Community Liaison Officer (CLO) will be identified by the employer and appointed by the Contractor.



A Project Steering Committee (PSC) will be formed and consists of a Ward councillor of the affected community, 3 representatives of the affected community and the CLO. The PSC will be up to date with the details of the project and appointment of all local labour must be through the PSC.

The Contractor will be required to arrange his own documentation regarding a contract for locally employed labour and must include provisions for the Occupational Health and Safety Act (1993) and the Compensation for Occupational Injuries and Diseases Act. The minimum daily wage to be paid in accordance with the Wage Bill for the geographical area shall be as stated in the Government Gazette in terms of Wage Determination for the Civil Engineering Industry.

1.1.26.5 PS 26.5 Contractors Obligations

The Contractor is to supply the Employer's Representative with copies of the agreements between himself/herself and his/her subcontractors within twenty-one (21) days of the contract being awarded.

Should the Contractor be unable to or unwilling to:

- i) Subcontract the required Works as detailed in his/her tender document;
- ii) Submit the necessary documentation to prove that he/she is subcontracting the work
- iii) Implement his/her proposed training scheme or any other scheme agreed to by the relevant parties;

the Employer reserves the right to:

- a) nullify the said contract and re-issue it to tender;
- b) nominate available local subcontractors for the required Works;
- c) deduct payment from the monthly certificates, the value of which will be calculated as follows:

X = Y - Z

X = Amount of deduction from the monthly certificate

Y = Value of the work that should have been undertaken by the subcontractor during the month

Z = Value of the work actually undertaken by the Subcontractor during the month;

(d) = Nominate Representatives to undertake the proposed training at the expense of the Contractor.

1.1.26.6 PS 26.6 Work Considered to be Labour Based

It is a condition of this contract that the following components of work must be executed using labour based construction methods.

- 1) Excavation of soft/ intermediate / hard material in pipe trenches not deeper than 1,2 m if the uninterrupted trench length of soft material is greater than 50 m, and the total depth of the trench consists of soft material.
- 2) Excavation of soft/ intermediate/ hard material in all pipe trenches for erf connections with no limitations.
- 3) Preparation of pipe bedding.
- 4) Laying and jointing of all pipes with a nominal diameter smaller than 230mm:
- 5) Backfilling of all trenches with compaction excluded.
- 6) Placing of concrete for anchor blocks.
- 7) Brickwork.
- 8) Location of existing services.

Note:

The abovementioned work must either be done by local labourers employed by the Contractor or by local subcontractors. In the Schedule of Quantities, as an alternative to machine excavation, the cost of a compulsory labour based construction activity is covered by using the standard SANS 1200 payment item (where applicable). Site conditions and material present will dictate the application of labour-based trench excavation or machine excavation. A prerequisite for payment of these labour-based excavation items is that the Contractor keeps daily written records with names of labourers, tasks completed, man-hours spent and payments made.

Items excluded from labour based items:

- 1) Excavation in Boulders and rock material - Mechanical excavators and blasting allowed.
- 2) Compaction of bedding and backfilling - Rollers and plate compactors allowed.
- 3) Transport of materials LDV, dumpers and other transport equipment allowed.
- 4) Mixing of concrete - Mechanical mixers allowed.



- 5) Vibration of concrete - Vibrators compulsory.
- 6) Precast concrete manholes.

1.1.27 PS 27 TRAINING SCHEMES

Certain members of the Contractors staff will be selected from the locally recruited employees, to be subjected to training in tasks related to the execution of the contract. An item with a provisional sum to cover the cost of training is included in the Schedule of Quantities.

The PSC will select the trainees and decide upon the specific training for each of them. The Contractor must guide PSC in this regard and make all the necessary arrangements with the training institution and the trainees, to ensure that the process runs smoothly. This training must be completed before the Contractor will receive any payments. The provisional sum in the Schedule of Quantities is to cover the fees of the training institution and the daily wage for each trainee during training. All other costs, including transport of trainees, will be borne by the Contractor and should be included in the percentage handling fee of the Contractor.

1.1.28 PS 28 PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

The definitions for known and unknown services, as set out in Subsection 5.4 of the SANS 1200 A, are extended so that provision is made where work is to be carried out, parallel to or crossing existing electrical services.

The following procedures will apply:

1. The Contractor will in all instances submit construction drawings to the Supply and Service Authority for comments and to indicate known services. These drawings will in all instances be available on site during the construction period or in the possession of the supervisor of the construction workers.
2. The precise position of services on the terrain, with reference to the approximate position as indicated on the drawing, must be confirmed on terrain by means of tracing equipment to be supplied or arranged by the Contractor for this purpose.
3. The Contractor must thereafter, very carefully, open up services by hand on at least two places, of which the in between distances will not exceed 50 meters.
4. At any position, between any two points of the exposed service as described in 1.3 above, that service shall be identified as a known service if it lays within 0,5 meters of a straight line drawn between these two points.
5. If a service lays further than 0,5 meters away from a straight line drawn between the two exposed points, it shall be identified as an unknown service.
6. With reference to the approximate position of services on the drawing, the Contractor will be responsible for confirming the location of such service on terrain by means of the equipment referred to in 1.2 above, and by careful digging by hand. If the exact position of the cables cannot be determined without doubt, the Service provider should be approached for help.
7. When existing services fall within the excavation area of the new service, the Contractor will be responsible for protecting and supporting such service. During backfilling, the Contractor will ensure that the service is not damaged and repositioned at the original position and depth with the necessary bedding and marker tape.
8. Before any exposed service is backfilled, such service shall be inspected for possible damage by the terrain Representative, in the presence of the Employer's Representative or his/her representative. A complete record of all positions where services were exposed must be indicated on the drawing.
9. The Contractor is responsible for keeping a complete record of incidents where service (known or unknown) were damaged that includes the following:
 - Date when damaged and the reason
 - Date when repaired



- The extent of repairs
- The exact service position and depth indicated on the plan

10. The Employer's Representative's representative must check these records. The above-mentioned record will be an annexure to the minutes of the monthly site meetings. The account for repairs done on known services will be delivered to the Contractor via the Employer's Representative. The repair cost of a known service that was damaged, will be recovered from the Contractor's certificate.

2 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATION

2.1 SANS 1200 PSA : GENERAL

PSA 1 SCOPE

REPLACE SUBCLAUSE 1.1 WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all civil engineering contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

(a) General

ADD THE FOLLOWING DEFINITIONS:

"General conditions: The General Conditions of Contract specified for use with this Contract and the special conditions of Contract as applicable.

Specified: As specified in the standardised specifications, the Drawings or the Project Specifications. Specifications shall have the corresponding meaning."

(c) Measurement and payment

REPLACE THE DEFINITIONS FOR "fixed charge", "time-related charge" AND "value-related charge" WITH THE FOLLOWING:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract Time of Completion.

Time-related charge: A charge, the amount of which varies in accordance with the Time for Completion of the work, adjusted in accordance with the provisions of the Contract.

Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract."

PSA 2.4 ABBREVIATIONS

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS : SANS Co-ordinating Specification."

PSA 3 MATERIALS

PSA 3.1 QUALITY

ADD THE FOLLOWING:



"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS Specifications shall bear the SANS mark, whether so specified or not."

ADD THE FOLLOWING SUBCLAUSES:

"PSA 3.3 ORDERING OF MATERIALS

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer.

PSA 3.4 MATERIALS SUPPLIED BY THE EMPLOYER

Materials designated in the Contract documents to be supplied by the Employer shall not be obtained by the Contractor from any other source than from the Employer. Requisitions for materials to be supplied by the Employer shall be submitted in writing and shall be signed by the Contractor or his authorised representative and the Engineer. The Contractor or his authorised representative shall sign a receipt upon delivery of all such materials that, having been accepted by the Contractor, will be deemed to be in a sound and satisfactory condition and will thenceforth be his sole responsibility.

The onus shall be entirely on the Contractor to ensure that he accepts only sound materials from the Employer, and the Engineer is authorised to reject as unsuitable any material on the Site of the Works that, in his opinion, is unsound or defective in any way. The Contractor shall immediately remove such rejected materials from the Site of the Works and shall replace them, at his own expense, with new and sound materials to the satisfaction of the Engineer."

PSA 4 PLANT

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

ADD THE FOLLOWING PARAGRAPH BEFORE THE FIRST PARAGRAPH:

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

ADD THE FOLLOWING TO THE SECOND PARAGRAPH:

"One toilet per 10 workmen shall be provided and must be screened from public view and its use shall be enforced.

The Contractor shall, where applicable, make the necessary arrangements for the removal of night soil."

PSA 5 CONSTRUCTION

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 LOCATION OF EXISTING SERVICES

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where



necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 5.4.2 PROTECTION DURING CONSTRUCTION

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PSA 5.4.3 ALTERATIONS AND REPAIRS TO EXISTING SERVICES

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

A list of important telephone numbers for use when services are damaged or need to be altered is provided below:

Electricity	:	.....	058 303 5732
Water	:	.....	058 303 5732
Sewerage	:	.....	058 303 5732
Traffic	:	.....	058 303 5732

The Employer will accept no liability for damages due to a delay in having such alterations or repairs effected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

ADD THE FOLLOWING PARAGRAPH AFTER THE FIRST PARAGRAPH:

PSA 5.5 DEALING WITH EFFLUANT

The Contractor shall properly deal with and dispose of sewer effluent in pipe lines to ensure that the Works are kept sufficiently dry for their proper execution. For this purpose he shall provide, operate and maintain in sufficient quantity such pumping equipment, auto level controls, well points, pipes and other equipment as may be necessary, and he shall also provide any sumps, furrows, coffer-dams and other temporary works as may be necessary to block and collect effluent to minimize damage, inconvenience or interference.

The Contractor shall ensure the continuous transport of effluent to the treatment works through pumps and pipework for the duration of the construction period.

ADD THE FOLLOWING SUBCLAUSES:



"PSA 5.9 SITE MEETINGS

The Contractor will be required to attend regular site meetings, normally held once a month to discuss general progress, quality of work, problems, claims, payments, etc, but not matters concerning the day-to-day running of the Contract.

PSA 5.10 WORK ON, OVER, UNDER OR ADJACENT TO A RAILWAY LINE

All work carried out on, over, under or adjacent to a railway line shall be carried out strictly in accordance with the latest edition of Transnet's Specification E7, part 2. The Contractor shall obtain a copy of the latest edition, to be kept on the Site, before work of this nature commences.

Attention is drawn to the requirements contained in the E7 Specification regarding approval from Transnet for a work permit or occupation of Transnet property and the approval of falsework and formwork plans."

PSA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE:

"PSA 6.4 GENERAL

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is therefore constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

PSA 7 TESTING

PSA 7.1 PRINCIPLES

PSA 7.1.1 CHECKING

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"The Contractor shall obtain the services of an independent testing laboratory at his own expense to carry out the checks prescribed in the various Standardised Specifications."

PSA 7.1.2 STANDARD OF FINISHED WORK NOT TO SPECIFICATION

REPLACE THE WORDS "Where the Engineer's checks reveal" WITH "Where the checks by the approved laboratory reveal"

PSA 7.2 APPROVED LABORATORIES

ADD THE FOLLOWING:

"The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed an approved laboratory."



PSA 8 MEASUREMENT AND PAYMENT
PSA 8.1 MEASUREMENT
PSA 8.1.2 PRELIMINARY AND GENERAL ITEMS OR SECTION
PSA 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for

- risks, costs and obligations in terms of the General Conditions of Contract and of this standardised specification, except where provision is made in these Project Specifications to cover compensation for any of these items
- head-office and site overheads and supervision
- profit and financing costs
- expenses of a general nature not specifically related to any item or items of permanent or temporary work
- providing facilities on Site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and the cleaning-up of the camp site on completion of the Works
- providing facilities for the Engineer and his staff as specified in SANS 1200 AB and in these Project Specifications."

PSA 8.2 PAYMENT

PSA 8.2.1 FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

80% of the sum tendered will be paid when the facilities have been provided and approved. The remaining 20% will be paid when the Works have been completed, the facilities have been removed and the camp site has been cleared and cleaned.

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract, and when the value of work for payment, excluding materials on Site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount for payment, including retention monies but excluding this second instalment, exceeds 50% of the Tender Sum.
- (c) The final payment, which is 20% of the sum, will be made when the Works have been as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract.

Should the value of the measured work finally completed be more or less than the Tender Sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 53 of the General Conditions of Contract, and this adjustment will be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the finally authorised Time for Completion."

PSA 8.2.2 TIME-RELATED ITEMS

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Subject to the provisions of Subclauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion with the progress of the work as a whole.



Should the Engineer grant an extension of Time for Completion of the Works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original Time for Completion of the Works.

Payment of such increased amounts will be deemed full compensation for all additional time-related preliminary and general costs due to the circumstances pertaining to the extension of time granted."

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE ITEMS WITH THE FOLLOWING:

PSA 8.3.1 FIXED PRELIMINARY AND GENERAL CHARGES..... UNIT : SUM

PSA 8.3.2 VALUE-RELATED PRELIMINARY AND GENERAL CHARGES UNIT : SUM

The sums tendered shall include full compensation for all fixed and value-related preliminary and general charges as described in Subclause PSA 8.1.2.2. Payment will be made as described in Subclause PSA 8.2.1."

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

REPLACE THE ITEMS WITH THE FOLLOWING:

"PSA 8.4.1 TIME-RELATED PRELIMINARY AND GENERAL CHARGES UNIT : SUM

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in Subclause PSA 8.1.2.2. Payment will be made as described in Subclause PSA 8.2.2."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

REPLACE THE CONTENTS WITH THE FOLLOWING:

- "(a) Electrical work to be executed by a Nominated Subcontractor Unit : Prov Sum
- (b) Overheads, charges and profit on item (a) above Unit : %

The Provisional Sum provided in the Schedule of Quantities for electrical work executed by a Nominated Subcontractor shall be paid in accordance with Clause 48 of the General Conditions of Contract.

The percentage tendered will be paid to the Contractor on the actual amount paid to the subcontractor and shall include full compensation for all costs incurred in fulfilling his contractual role as the main Contractor."

PSA 8.6 PRIME COST ITEMS

REPLACE THIS ITEM WITH THE FOLLOWING:

"PSA 8.6 PRIME COST SUMS:

- (a) Additional tests required by the Engineer Unit : PC Sum
- (b) Charge required by Contractor on subitem (a) above Unit : %
- (c) Housing for Engineer's representative Unit : PC Sum
- (d) Charge required by Contractor on subitem (c) above Unit : %

The Prime Cost Sums provided under subitems (a) and (c) in the Schedule of Quantities will be expended in accordance with Subclause 48(2) of the General Conditions of Contract.

The tendered percentage under subitem (b) will be paid to the Contractor on the value of each payment to the approved testing laboratory, and the percentage tendered under subitem (d) will be paid to the Contractor on the value of each payment made to the Engineer.



Note in connection with subitem (a):

The Contractor is responsible for both the cost of normal testing as described in Subclause PS 8.2 in portion 1 of the Project Specifications and for the cost of any additional test that indicates that the Specifications have not been complied with."

PSA 8.7 DAYWORKS

Provisional items for Daywork are scheduled as follows:

- (a) Labour as a Provisional Sum with a percentage allowance on the net cost.
 - (a) Material as a Provisional Sum with a percentage on the net cost.
 - (b) The Contractor's own plant as a Provisional Sum.

Tendered unit rates or unite rates that are agreed in terms of Subclause 40(4) of the General Conditions of Contract for the Contractor's own plant used for Daywork shall cover the full cost of the use of such plant and shall therefore, in addition to the items listed in Subclause 8.7, cover the cost of plant operators, consumable stores, fuel and maintenance.

- (c) Hired plant as a Provisional Sum with a percentage allowance on the net cost.

The Contractor will be paid the actual net cost of plant hire by him for Daywork and in addition will be paid a percentage allowance on net cost of such hire, which allowance will cover the Contractor's own overhead cost and profit.

PSA 8.8 TEMPORARY WORKS

REPLACE ITEM 8.8.4 WITH THE FOLLOWING:

PSA 8.8.4 LOCATION AND PROTECTION OF EXISTING SERVICES:

PSA 8.8.4.1 Provision of detecting devices for:

- (a) Water and sewer pipes Unit : Sum
- (b) Electrical and other cablesUnit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all material:

- (a) In roadways Unit : m³
- (b) In all other areas Unit : m³

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for under SANS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations. Overhaul will be measured and paid for under SANS 1200 DB."



REPLACE ITEM 8.8.6 WITH THE FOLLOWING:

PSA 8.8.6 Dealing with Effluent:.....Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment as specified in PSA 5.5 for as long as it is needed to complete the replacement of the sewer pipe.

ADD THE FOLLOWING ITEM:

**"PSA 8.9 COMPENSATION IN TERMS OF SUBSUBCLAUSE 57(4)(b)(ii)
FOR DELAYS DUE TO THE CIRCUMSTANCES DESCRIBED
IN SUBCLAUSES 57(1) AND (2) OF THE GENERAL
CONDITIONS OF CONTRACT, AS AMENDED.....UNIT : DAY**

The unit of measurement shall be the number of working days approved by the Engineer during which the Contractor was delayed or prevented from executing the Contract. In the event of delays for part of a working day only, such fractions of a working day shall be added to calculate the total delay.

Payment at the tendered rate shall be in full and final compensation for delays due to the circumstances described in Subclauses 57(1) and (2).

No payment will be made under this payment item after expiry of the official completion date."

"PSA 8.12 MISCELLANEOUS ITEMS

Any item which, in the payment clause column of the Schedule of Quantities, refers to this clause (PSA8-12), will be measured in the unit scheduled.

The sum or rate of such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

2.1 PROJECT SPECIFICATIONS - PORTION 2 : VARIATIONS AND ADDITIONS

2.2 SANS 1200 PSC: SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIAL

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

PSC 5 CONSTRUCTION

PSC 5.2 CUTTING OF TREES

PSC 5.2.3 PRESERVATION OF TREES

PSC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R1 000,00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.3 Clearance of sludge in ponds

The sludge that has accumulated in the existing ponds shall be removed to an area as approved by the Engineer.

The sludge in the existing ponds shall be cleared before upgrading can proceed. The condition of the sludge at the time that it has to be removed will be dependent on the preceding weather conditions.



If the sludge is spendable the Contractor shall lift the sludge and dispose of it at the spoil area as approved by the Engineer.

Should the sludge be too wet to be picked up, the Contractor shall pump the sludge out of the dams, and onto a temporary drying area. For this operation the Contractor may create a temporary sump to be able to completely drain the ponds. It can be expected that it will be necessary to push the wet sludge towards the sump as the sludge will not flow readily.

Once dried, the sludge must be carted away to the spoil site.

Irrespective of the method used for removal of the sludge, a layer of "contaminated" soil may be removed from the pond floor by the Contractor if he so wishes. This soil shall be stockpiled on site to be used later as topsoil.

PSC 5.5 RECLEARING OF VEGETATION

ADD THE FOLLOWING:

"When areas have to be re-cleared on the written instructions of the Engineer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

PSC 5.6 DEALING WITH WATER

Irrespective of the method used to deal with water the Contractor must provide all plant, labour, material, etc. and running cost to empty the ponds to sludge level and maintain functionality of all other pond systems for the duration of cleaning the ponds.

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2 PAYMENT: CLEARANCE OF SLUDGE IN PONDS

.....

UNIT : M³

The unit rate shall cover the cost of all labour and plant required to remove the sludge as prescribed in PSC 5.3. The rate will not included cost endure by the Contractor other than the removal of the measure quantity of sludge."

PSC 8.2.1 CLEAR AND GRUB

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre or, "

ADD THE FOLLOWING ITEMS:

PSC 8.2.11 TAKE DOWN AND RE-ERECT EXISTING FENCES..... UNIT : M

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the cost of re-erecting the fence in its original position using the dismantled material, the cost of temporary bracing of the fencing sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling.

PSC 8.2.12 REMOVE TOPSOIL TO SPOIL SITE FURNISHED BY CONTRACTOR UNIT : M³

The tendered rate shall include full compensation for removing topsoil to a depth of 150 mm and for loading and transporting the material to spoil sites furnished by the Contractor."

PSC 8.2.13 PAYMENT: DEALING WITH WATER..... UNIT : M³

The unit rate shall cover the cost of all labour and plant required to remove the water as prescribed in PSC 5.6. The rate will not included cost endure by the Contractor other than dealing with water.



2.3 SANS 1200 PSD : EARTHWORKS

PSD 2 INTERPRETATIONS

PSD 2.1 SUPPORTING SPECIFICATIONS

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

"PSD 2.1.2 : Any of the other SANS 1200 Specifications may form part of the Contract Documents."

PSD 2.3 DEFINITIONS

REPLACE THE WORD AND THE DEFINITION FOR "Borrow" WITH THE FOLLOWING:

"Borrow material : Material, other than material obtained from excavations required for the Works, obtained from sources such as borrow pits or the authorised widening of excavations. 'Borrow' shall have a corresponding meaning."

REPLACE THE DEFINITION FOR "Specified density" WITH THE FOLLOWING:

"Specified density : The specified dry density expressed as a percentage of modified AASHTO dry density."

REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:

"Stockpile (verb) : The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose."

ADD THE FOLLOWING DEFINITIONS:

"Fill : An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected subgrade level.

Fill (material) : Material used for the construction of an embankment or terrace.

Roadbed : The natural in situ material on which the fill, or in the absence of fill, the pavement layers, are constructed."

PSD 3 MATERIALS

PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PSD 3.1.1 METHOD OF CLASSIFYING

ADD THE FOLLOWING:

"The classification of material other than 'soft excavation' shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material."

PSD 3.1.2 CLASSES OF EXCAVATION

- a) Soft excavation: *REPLACE THE FOLLOWING WORDING "back – acting excavator of flywheel power approximately 0,10kW per millimetre of tined-bucket width" WITH THE FOLLOWING "an excavator of mass approximately 30 t":*
- b) Intermediate excavation: *REPLACE THE FOLLOWING WORDING "back – acting excavator of flywheel power approximately 0,10kW per millimetre of tined-bucket width" WITH THE FOLLOWING "an excavator of mass approximately 30 t", AND ADD THE FOLLOWING WORDING "the use of a*
 - "rock bucket" or the use of a hydraulic hammer"



PSD 3.2.3 MATERIAL SUITABLE FOR BACKFILL OR FILL AGAINST STRUCTURES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

- (a) The material shall not contain an excessive number of stones retained on a 50 mm sieve
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment
- (c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

PSD 3.3 SELECTION

ADD THE FOLLOWING SUBCLAUSE:

"PSD 3.3.3 SELECTION IN BORROW PITS AND EXCAVATIONS

Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply mutatis mutandis to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.1 SAFETY

PSD 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor will generally be permitted to use explosives for breaking up hard material during excavations, for demolishing existing structures, and for other purposes where explosives are normally required, subject to the following conditions:

- (a) The Engineer may prohibit the use of explosives in cases where, in his opinion, the risk of injury to persons or damage to property or to adjoining structures is too high. Such action by the Engineer does not entitle the Contractor to additional payment for having to resort to less economical methods of construction.
- (b) The Engineer's prior written approval shall be obtained for each and every blasting operation. This approval may be withheld if the Contractor does not use explosives responsibly and carefully.
- (c) The requirements of the Explosives Act, Act 6 of 1956, and the requirements of the Inspector of Explosives shall be complied with.
- (d) Before blasting is undertaken, the Contractor shall satisfy the Engineer that he has established whether or not the insurers concerned require pre- and post-blasting inspections of buildings and structures within a certain radius of the proposed blasting.
- (e) Should such inspections be required, the Contractor shall, together with the Engineer and the insurer, examine and measure the buildings, houses or structures in the vicinity of the proposed blasting site and establish and record, together with the owner, lessee or occupier, the extent of any existing cracking or damage before the commencement of blasting operations. It shall be the responsibility of the Contractor to pay for further damage to such houses, buildings or structures due to the blasting.
- (f) When there is a possibility of damage to power and telephone lines or any other property, the Contractor shall adapt his method of blasting and the size of the charges and shall use adequate protective measures, eg cover-blasting, to reduce the risk of damage.
- (g) All accidents, injury to persons and damage to property shall be reported to the Engineer in detail and in writing as soon as is practicable.
- (h) The Engineer shall be given 24 hours' notice by the Contractor before each blasting operation is carried out."



PSD 5.1.3 STORMWATER AND GROUNDWATER

ADD THE FOLLOWING:

"The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the Drawings and shall at his own cost provide the temporary drainage required to protect the Works."

PSD 5.1.5 REINSTATEMENT AND MAINTENANCE OF ROADS

ADD THE FOLLOWING:

"Where crossings have been made, the roads shall be reinstated in accordance with the details specified in Subclause 5.9 of SANS 1200 DB."

PSD 5.2 METHODS AND PROCEDURES

SD 5.2.2 EXCAVATION

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. In general, payment will be made for a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

REPLACE THE CONTENTS OF PARAGRAPH (e) WITH THE FOLLOWING:

Where excavations for structures have been carried out in hard material, the Engineer may direct the over-excavation to be replaced with mass concrete Grade 15/20mm.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall retrim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

PSD 5.2.2.3 Disposal

ADD THE FOLLOWING:

"The Contractor shall provide the necessary spoil sites, shall make the necessary arrangements with the owner of the site where the material is disposed of, and shall make provision in his rates for all charges in this regard and for transporting the material regardless of the distance involved."

ADD THE FOLLOWING SUBCLAUSES:

"PSD 5.2.2.4 Selection and stockpiling

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for that purpose or should be used for that purpose. The Contractor shall select suitable material from that source, discard unsuitable material and reserve material for other purposes as necessary. When required and as ordered by the Engineer, material shall be stockpiled for later use.

PSD 5.2.2.5 Commercial source

For the purposes of this Specification, a commercial source shall mean a source for material provided by the Contractor, not the Employer.

When the Specifications stipulate materials to be obtained from commercial sources, the Contractor shall include in his prices for finding a source of suitable material, for making arrangements with the owner of the source for procuring the material, for the payment of royalties, charges or damages, and for transporting the



material to the Site regardless of the distance involved. No payment will be made for the removal of overburden or stockpiling at the commercial source and no extra over payment shall apply for excavating in intermediate, hard or boulder material."

PSD 5.2.5 TRANSPORT FOR EARTHWORKS

ADD THE FOLLOWING SUBCLAUSE:

"PSD 5.2.5.3 Special cases relating to overhaul

- (a) When material is excavated, stockpiled and reloaded and transported to its point of final use, free-haul shall apply twice, firstly from the point of excavation to stockpile and secondly from stockpile to the point of final use.
- (b) When material is to be spoiled on a site situated outside the Site of the Works, which site has to be provided by the Contractor, or otherwise disposed of at the Contractor's initiative, the extra-over rate (see item PSD 8.3.14) for cut to spoil or excavate and spoil shall include full compensation for the haul entailed by this operation and no overhaul shall apply."

PSD 7 TESTING

PD 7.2 TAKING AND TESTING OF SAMPLES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor shall arrange with the approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.1 SITE PREPARATION

REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

"Where Site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply."

PSD 8.3.3 RESTRICTED EXCAVATION

ADD THE FOLLOWING SUBSUBITEM:

"(c) Extra over subitem 8.3.3 (a) for hand excavation Unit : m³

This item shall apply to hand excavation ordered by the Engineer or when the Engineer considers that, owing to circumstances, excavation by mechanical excavators is not practicable. It shall not apply to hand excavation for trimming or finishing an excavation made by mechanical means.

The tendered rate shall include full compensation for the additional cost of excavating by means of hand tools."

PSD 8.3.6 OVERHAUL

ADD THE FOLLOWING:

"No overhaul shall apply to material from commercial sources or to material disposed of on sites provided by the Contractor or disposed of by other means employed by the Contractor."



PSD 8.3.8 EXISTING SERVICES

PSD 8.3.8.1 Location

REPLACE THE CONTENTS WITH THE FOLLOWING:

"Item PSA 8.8.4 of SANS 1200 A, as amended, shall apply."

PSD 8.3.10 TOPSOILING

CHANGE THE UNIT TO "m³" AND REPLACE THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:

"The unit of measurement shall be the cubic metre and the quantity shall be calculated from the authorised dimensions.

The tendered rate shall include loading of the topsoil from stockpiles, transporting it for the free-haul distance, and off-loading, spreading, shaping and lightly compacting the topsoil."

ADD THE FOLLOWING ITEM:

PSD 8.3.14 EXTRA OVER ITEMS 8.3.2 AND PSD 8.3.3 FOR DISPOSING OF SPOIL MATERIAL ON A SITE PROVIDED BY THE CONTRACTOR UNIT : M³

The tendered rate shall include full compensation for the additional cost of providing a spoil site or other means of disposing of surplus spoil material, for transporting the material regardless of the distance involved, for acceptance charges for such material and for all other incidental costs to dispose of the spoil material. No overhaul shall apply."

2.4 SANS 1200 PSDB : EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.5 BACKFILL MATERIALS

ADD THE FOLLOWING PARAGRAPHS:

"(c) Cement-stabilised backfilling

Backfilling shall be stabilised with 5% cement where directed by the Engineer. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

(d) Soilcrete backfilling

The aggregate for soilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to acquire a consistency that allows the mixture to be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

PSDB 3.7 SELECTION

REPLACE THE WORDS "if he so wishes" IN THE FIRST LINE OF THE SECOND PARAGRAPH WITH THE WORDS "at his own cost".

PSDB 5 CONSTRUCTION

PSDB 5.1 PRECAUTIONS

PSDB 5.1.3 ACCOMMODATION OF TRAFFIC AND ACCESS TO PROPERTIES



ADD THE FOLLOWING TO ITEM (b):

"The Contractor shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 20 of the General Conditions of Contract. The Contractor shall at all times, wherever possible, keep open and maintain all existing roads on or about the Site that may be affected by his operations in connection with the Contract, and he shall construct and maintain, to the satisfaction of the Engineer, temporary access roads and steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties. Temporary pedestrian access bridges shall be at least 1,2 m wide and temporary access bridges for vehicles shall be at least 3,6 m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Full compensation for providing access to properties, excluding temporary access bridges, shall be included in the rate tendered for item PSDB 8.3.7. Temporary access bridges shall be measured and paid for under items PSDB 8.3.11 and PSDB 8.3.12."

ADD THE FOLLOWING SUBCLAUSE:

"PSDB 5.1.5 EXISTING PIPELINES

The existing pipes that have to be removed shall be carefully opened up by machine excavation to 300 mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation. The excavation width shall comply with Subclause 8.2.3.

The pipes shall be removed from the trench in a manner approved by the Engineer, and brought to the surface for inspection by the Engineer.

Pipes that are declared suitable for re-use shall be cleaned and either delivered to the Employer's stores or carefully stacked on a prepared site pointed out by the Engineer.

Pipes declared unfit for re-use shall be disposed of as determined by the Engineer."

PSDB 5.2 MINIMUM BASE WIDTHS

REPLACE PARAGRAPH (a) WITH THE FOLLOWING:

"Where two pipes are placed in the same trench, they shall be 300 mm apart and the specified side allowance shall still be applicable."

ADD THE FOLLOWING AFTER PARAGRAPH (b):

"The above is not applicable to trenches for subsurface drains.

Trenches for subsurface drains shall be excavated to the dimensions and gradients shown on the drawings or directed by the Engineer.

The specified width of trenches and the width of the excavation measured for payment shall not be less than 0,5 m, but the Contractor may reduce the actual width with the Engineer's permission."

PSDB 5.4 EXCAVATION

ADD THE FOLLOWING:

"Trenches shall be of such a depth that the minimum cover over the pipes shall be 700 mm except at road-crossings where the minimum cover shall be 1 000 mm."

**PSDB 5.6 BACKFILL
PSDB 5.6.3 DISPOSAL OF SOFT EXCAVATION MATERIAL**



REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Surplus excavated material from the trench shall be used as fill if suitable or shall be disposed of at an approved site provided by the Contractor."

PSDB 5.7 COMPACTION

ADD THE FOLLOWING:

"Where pipelines cross existing gravel roads, backfilling shall be carried out as specified in Subclause 5.7.2 and payment therefor will be made under subitem 8.3.3.3."

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.3 SCHEDULED ITEMS

PSDB 8.3.2 EXCAVATION:

(b) Extra over item (a) above for:

Excavation will be classified either as "Soft" or "Hard" excavation. All excavation that can be achieved using an excavator, TLB or similar plant will be classified as 'Soft' excavation. Where it is necessary to employ pneumatic hammer excavation, either by means of hand pneumatic hammers or mounted on an excavator, blasting or other means, that excavation will be classification as "Hard" excavation.

ADD THE FOLLOWING SUBITEMS:

- "(3) Hand excavation and backfill where ordered
by the EngineerUnit : m³
- (4) Backfill stabilised with 5% cement where
directed by the EngineerUnit : m³
- (5) Soilcrete backfill where directed by the
EngineerUnit : m³

The tendered rate for subitem (4) shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density.

The tendered rate for subitem (5) shall include full compensation for supplying the cement and for selecting, mixing and placing the soilcrete as well as for the cost of shuttering if required."

ADD THE FOLLOWING SUBITEMS AFTER SUBITEM 8.3.2(c):

- (d) Excavate for stormwater inlet and outlet
structures and for manholes, catchpits and
the like in all materials, irrespective of
depth and backfill around structuresUnit : m³
- (e) Excavate open drains in all materials.....Unit : m³

The tendered rates shall include full compensation for the excavation of material within the dimensions specified or authorised by the Engineer, for the disposal of surplus and unsuitable excavated material where applicable, and in the case of item (d), for backfilling with suitable approved material compacted to 90% of modified AASHTO density around the structures."

PSDB 8.3.3 EXCAVATION ANCILLARIES:

PSDB 8.3.3.3 Compaction in road reserves

REPLACE THE HEADING OF THIS SUBITEM WITH THE FOLLOWING:

"PSDB 8.3.3.3 Compaction in road crossings"

REPLACE THE SENTENCE, "The volume will be measured as specified in 8.2.2, 8.2.3 and 8.3.3.1", WITH THE FOLLOWING:



"In the case of gravel roads, the volume will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket.

The rest of the trench shall be backfilled as specified in Clauses 5.9.3, 5.9.4 and 5.9.5, as applicable, and payment will be made under item 8.3.6.1."

PSDB 8.3.3.4 Overhaul

DELETE THIS ITEM.

No overhaul will be paid for material in terms of this Contract and costs for transporting material shall be included in the applicable tendered rates and amounts.

REPLACE ITEM 8.3.7 WITH THE FOLLOWING:

"PSDB 8.3.7 ACCOMMODATION OF TRAFFIC..... UNIT : SUM

The tendered sum shall include full compensation for the accommodation of traffic and the construction and maintenance of bypasses, including existing roads used as bypasses, during the construction period. It shall also include full compensation for traffic control, traffic signs and, where necessary, communications equipment to regulate traffic, for the construction of temporary drainage works, for the maintenance of drainage works, arrangements for moving services, attending to traffic problems, and complying with the requirements of the Road Traffic Ordinance and the relevant local authorities.

Payment shall be made in equal monthly instalments."

ADD THE FOLLOWING ITEMS:

"PSDB 8.3.8 REMOVAL OF EXISTING PIPES:

- (a) Excavate by machine to 300 mm above pipes of:
 - (i) (Diameter indicated)..... Unit : m³
- (b) Excavate by hand to expose pipes of:
 - (i) (Diameter indicated)..... Unit : m
- (c) Remove pipes from trench:
 - (i) (Diameter indicated)..... Unit : m
- (d) Stack pipes suitable for re-use on Site:
 - (i) (Diameter indicated)..... Unit : m
- (e) Remove pipes suitable for re-use to Employer's stores:
 - (i) (Diameter indicated)..... Unit : m
- (f) Remove pipes unsuitable for re-use from the Site:
 - (i) (Indicate pipe diameter and material)..... Unit : m

The tendered rates shall include full compensation for, in the case of

- item (a) : excavation of material within the dimensions specified or authorised by the Engineer and placing the material alongside the trench
- item (b) : as for item (a) but measured per metre length of pipe exposed
- item (c) : all labour and equipment necessary
- item (d) : as for item (c) including the cleaning, loading and off-loading and transport of the pipes to the stockpile site
- item (e) : as for item (d) but transported to the stores
- item (f) : as for item (c) and transported from the Site to spoil.

PSDB 8.3.9 MOVING OF EXISTING SERVICES BY:

- (a) The Town Council..... Unit : Prov Sum



- (b) Telkom SA Limited.....
Unit : Prov Sum

Provisional Sums have been provided in the Schedule of Quantities for reimbursing the above-mentioned departments for work carried out by them. The Contractor shall have no claim on any of these amounts.

PSDB 8.3.10 PROVISION OF TEMPORARY BRIDGES FOR MAINTAINING ACCESS TO PROPERTIES:

- (a) Temporary pedestrian bridges Unit : number
(b) Temporary vehicular bridges Unit : number

The unit of measurement shall be the number of temporary pedestrian and vehicular bridges actually provided in accordance with the Specifications.

The tendered rates shall include full compensation for the supply, first installation, maintenance and final dismantling and removal of the temporary access bridges when no longer required, as specified in Subclause PSDB 5.1.3. No distinction shall be made between temporary pedestrian and temporary vehicular bridges for payment purposes.

PSDB 8.3.11 MOVING OF TEMPORARY BRIDGES TO AND THEIR RE-ERECTION IN NEW POSITIONS:

- (a) Temporary pedestrian bridges Unit : number
(b) Temporary vehicular bridges Unit : number

The unit of measurement shall be the number of times each temporary bridge is moved to and re-erected in an entirely new position, excluding its first erection in the position where it was originally installed. No payment shall be made without the Engineer's prior approval for the moving and re-erection of a temporary bridge.

The tendered rates shall include full compensation for taking down, transporting, handling, re-erecting and maintaining of the temporary bridges in the new positions."

2.5 SANS 1200 PSLB : BEDDING (PIPES)
PSLB 3 MATERIALS

PSLB 3.1 SELECTED GRANULAR MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Selected granular material shall have a PI not exceeding 6 and shall be free from sharp-edged particles exceeding 19 mm."

PSLB 3.2 SELECTED FILL MATERIAL

ADD THE FOLLOWING:

"Selected fill material used for bedding shall be stabilised with 5% cement as specified under Subclause PSDB 3.5(c)."

PSLB 3.3 BEDDING

ADD THE FOLLOWING:

"uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this subclause."

PSLB 3.4 SELECTION

PSLB 3.4.1 SUITABLE MATERIAL AVAILABLE FROM TRENCH EXCAVATION

REPLACE THE WORDS "(but is not required)" IN THE FIFTH LINE WITH THE WORDS "(at his own cost)".



PSLB 8 MEASUREMENT AND PAYMENT
PSLB 8.1 PRINCIPLES
PSLB 8.1.5 DISPOSAL OF DISPLACED MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Material displaced by the pipeline and by imported material from sources other than trench excavation, shall be disposed of at an approved site furnished by the Contractor. No haulage is payable for such material."

PSLB 8.1.6 FREE-HAUL

DELETE THE WORDS "of 0,5 km" IN THE FIRST LINE OF THIS SUBCLAUSE.

PSLB 8.2 SCHEDULED ITEMS
PSLB 8.2.2 SUPPLY ONLY OF BEDDING BY IMPORTATION
PSLB 8.2.2.2 From borrow pits

DELETE THE WORDS IN BRACKETS IN THE FIRST FOUR LINES.

ADD THE FOLLOWING:

"The opening up of borrow pits and the removal of overburden are paid for under item 8.3.4 of SANS 1200 D."

ADD THE FOLLOWING ITEM:

**"PSLB 8.2.6 EXTRA OVER ITEMS 8.2.1 AND 8.2.2 FOR BEDDING STABILISED
WITH 5% CEMENT UNIT : M³**

The tendered rate shall include full compensation for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density."

3 Particular Specification

3.1 PCL : COMMUNITY LIAISON AND COMMUNITY RELATIONS

PCL 1 GENERAL

The construction site is situated in a built-up area and the Contractor shall ensure the least possible disruption of movement of the public during construction. The Contractor shall be responsible for liaison with the Community Liaison Officer (CLO) in respect of construction activities next to private properties and entrances to properties. No separate payment will be made in this regard.

PCL 2 PROJECT STEERING COMMITTEE (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the client.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

PCL 3 PUBLIC LIAISON OFFICER (PLO)

A Community Liaison Officer (CLO) will be appointed by the Contractor only on instruction of the Employer. In the event of an appointment of a CLO, the contractor shall, however, accept the appointment as part of his management personnel.

PCL 3.1 DUTIES OF THE CLO

The CLO's duties will be the following:



- a) The CLO will liaise with the PSC for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.
- b) To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal work day will extend from 07:15 in the morning until 16:45 in the afternoon inclusive of a thirty minute lunch interval.
- c) To determine, in consultation with the Contractor, the needs of the local labour for relevant technical training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- d) To communicate with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.
- e) To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he will attend the first part of the monthly Site Meeting to report on local community labour involvement.
- f) To report to and liaise with the Project Steering Committee.
- g) To inform local labour of their conditions of employment and to inform local labourers as early as possible when their period of employment will be terminated.
- h) To ensure that all labourers who are involved in activities where tasks have been set are fully informed regarding the principle of task work.
- i) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- j) To receive and attend to any complaints lodge by PSC and members of the community.
- k) To keep a daily written record of his interviews and community liaison.
- l) All such other duties as agreed upon between all parties concerned.
- m) To prevent any interference with any matter that is in conflict with the relevant contract as approved by the Local Municipality, that could have a direct influence on the technical specification or the conditions of contract as set out in the relevant contract documents.
- n) To ensure that no member of the PSC or any member of the community put any pressure on the consultant and/or the contractor involved to make any financial or other contribution to individuals or the community as a whole without the knowledge of the client.

PCL 3.2 PAYMENT FOR THE CLO

Remuneration of the CLO will be determined by the Engineer unless otherwise ordered by the client. A special item is incorporated in the Schedule of Quantities relating to payment of the CLO on a monthly basis.

The Contractor shall give to the CLO, at the earliest opportunity, written notice of the termination of the project, provided always that such notice shall not be less than one month.

3.2 *PES :* *LOCATING AND PROTECTING EXISTING SERVICES*** **PES 1 GENERAL****

All services are not known and it will be the responsibility of the contractor to locate and protect all services in the vicinity of the construction work.

PES 2 LOCATION OF EXISTING SERVICES

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.



PES 3 PROTECTION DURING CONSTRUCTION

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PES 4 MEASUREMENT AND PAYMENT

LOCATION AND PROTECTION OF EXISTING SERVICES:

PES 4.1 Provision of detecting devices for:

(a) Water and sewer pipes Unit : Sum

(b) Electrical and other cables Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PES 4.2 Hand excavation necessary for locating and exposing existing services in all material:

(a) In roadways Unit : m³

(b) In all other areas Unit : m³

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid separately.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations.



SECTION 4.4: MANAGEMENT

4.4.1 Applicable SANS 1921 standards

The following parts of SANS 1921 (Construction and management requirements for construction works) and associated specifications are applicable:

- SANS 1921-1: General engineering and construction works
- SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor
- SANS 1921-3: Structural steelwork
- SANS 1921-4: third party management support in works contracts
- SANS 1921-5: Earthworks activities, which are to be performed by hand
- SANS 1921-6: HIV / AIDS awareness

The associated specification data are as follows:

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
4.1.7	The requirements for drawings, information and calculations for which the contractor is responsible are: As-Built Data
4.2.1	The responsibility strategy assigned to the contractor for the works is: A
4.2.2	The structural employer's Representative is: Not Required
4.2.3	Drawings and other information are to be submitted in accordance with the contractor's programme.
4.3	The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Employer's Representative. The programme shall be in the form of a Gant Chart and shall include the following details: • A work breakdown structure, identifying the major activity groups. For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities. • The linkages between activities shall be clearly indicated and the logical network upon which the programme is based should be separately submitted to the Employer's Representative if requested. Any constraints shall be classified as being time related or resource-related. • The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown. • The contractor shall indicate the working hours per day, night, week and month allowed for the programme. • Where relevant the contractor shall state the production rates for key activities, e.g. earthworks, etc. • Together with the programme as detailed above the contractor shall submit to the Employer's Representative a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments. • The programme shall be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Employer's Representative at least two days prior to the monthly meetings. • If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work shall be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner. • Failure on the part of the contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the



SANS 1921-1: General engineering and construction works

Clause No	Specification data
	Employer's Representative to take steps as provided in the General Conditions of Contract. - The approval by the Employer's Representative of any programme shall have no contractual significance other than that the Employer's Representative will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Employer's Representative to instruct the contractor to vary the programme if required by circumstances. The contractor is also referred to the applicable clauses of the General Conditions of Contract when drawing up his programme. The planning, program and method statements are to comply with the following: - Microsoft Project format
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: None
4.12.2	The fabrication drawings which the contractor is to provide and deliver to the client are: None

SANS 1921-1: General engineering and construction works

Clause No	Specification data
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for the use by the employer and his Representatives are: Refer to Section 4.3
4.12.2	The fabrication drawings which the contractor is to provide and deliver to the client are: None
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for the use by the employer and his Representatives are: Refer to Section 4.3
4.14.6	The requirements for the provision and erection of sign boards are: Refer to list of drawings
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: Refer to Section 4.3
4.17.3	Services that are known to exist on the site are shown on the drawings
4.17.4	The requirements for the detection apparatus are: Not required.
4.18	The additional health and safety requirements are: Refer to Section 4.5
4.22	The works to be undertaken by nominated and selected subcontractors comprise: Refer to Tender Data
Variations:	
4.1.10	Degree of accuracy II shall be applicable unless stated otherwise in the drawings or specification.
42.4	The time frame for acceptance is 10 working days

Additional clauses:

4.1.1 p)	Add this new clause:
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SANS 1921-1: General engineering and construction works

Clause No	Specification data
	"Appoint a Community liaison officer (CLO) to assist with the community liaison with the beneficiary community."
4.23	Add this new clause: "4.23 Community participation" Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the project, by the Ward Councilor.



SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	The functions of the PSC will be to: • Assist in monitoring the project. • Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time. • Encourage the community to participate in the Labour Intensive construction. • Identify skills, skilled personnel and suppliers in the towns. The PSC will not have the power to: • Give any instructions to the contractor, except through the employer's Representative. • Become involved in the daily operations of the contractor or interfere with the contract works. A monthly meeting will be held with the PSC to discuss relevant matters. The site Representative and employer's Representative's representative will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport." The Contractor will receive no additional remuneration for attendance of PSC meetings.
SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor	
Clause No	Specification data
4.3.2	The contractor shall design all the temporary support work, scaffolding, barricading and the like.
4.6.1	The length of half-width roads under construction shall not exceed - N/A.
4.6.3	The length of road shall be limited to N/A.
4.10.1	The contractor shall provide the following traffic control facilities: • Traffic-control devices such as flagmen, STOP and GO signs, traffic signals. • Statutory permanent and temporary road signs and barricades. • Channelization devices and barricades including delineators, cones, road studs, road marking, etc. • Barriers such as New Jersey, plastic movable barriers, etc. • Warning Devices on plant and construction vehicles. • Road markings.
Additional clauses:	
4.1.4	Add this new clause: "Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the Employer's Representative to bring the works to a stop until the road signs, etc., have been repaired to his satisfaction. The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document. The contractor shall submit proposals in connection with directional signs to the Employer's Representative for approval prior to construction."
SANS 1921-5: Earthworks activities that are to be performed by hand	
Clause No	Specification data
5.1	The depth of the trenches to be excavated by hand is 1,5m.
Variations:	State variations, if any, for example specific compaction requirements
Additional clauses:	
SANS 1921-6: HIV / AIDS awareness	
Clause No	Specification data



SANS 1921-1: General engineering and construction works				
Clause No	Specification data			
4.2.1 (a)	A qualified service provider is a service provider that is accredited by the Employer's Health and Social Development and appears on the list of recognized service providers of the Employer's Health and Social Development. The contact particulars of qualified service providers are as follows:			
	Name	Tel	Fax	e-mail
4.2.1 (a)	Apart from the initial programme, the HIV / AIDS awareness programme is to be repeated at 4-month intervals throughout the duration of the contract.			
Variations:				
Additional clauses:				

4.4.2 PLANNING AND PROGRAMMING

A programme must be issued before the commencement of the works which must display the activities, noting the critical path activities with phases of activities, milestone dates for completion etc.

4.4.3 SEQUENCE OF THE WORKS

These must be indicated in the programme.

4.4.3 SOFTWARE APPLICATION FOR PROGRAMMING

An excel spreadsheet or Microsoft project will be applicable.

4.4.4 METHODS AND PROCEDURES

The following activities may/will require attention during the course of construction:

- the way in which work is to be executed when buildings are occupied;
- the cleanliness of the site;
- protection of trees and shrubs;
- blasting operations;
- the location of borrow pits, disposal of excess materials, deposition of materials, etc. in earthworks activities;
- work on or adjacent to structures, railway lines, pipelines, roads, cables etc;
- the management and disposal of water on the site arising from whatever cause;
- access, roads, maintenance of accesses and walkways;
- co-operation with others on the site;
- existing premises and adjoining properties;
- dealing with underground and other existing services, cable and pipe trenches and covers;
- dealing with objects of historical or environmental interest;
- title to materials from excavation and demolition;
- site records;
- hours of work; rules and conduct in respect of the personnel of the contractor and his subcontractors;
- noise, dust, water, waste and other impediments;
- checking work of others;
- access for other contractors;
- giving notice of work to be covered up;
- scaffolding and temporary works;
- care of the works; plant and materials;
- establishing and removing equipment from the site;
- samples and mock ups;
- progress photographs;
- maintenance until completion;
- plant codification (configuration management);
- materials storage facilities and samples for tests and inspections to be provided.



4.4.5 QUALITY PLANS AND CONTROL

a) Control Testing of Earthworks and Road Layers

The contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Employer's Representative's check test, he may dispense with his own tests. However, should the contractor wish to use the Employer's Representative's testing facilities, he will be charged for the various tests at the rates ruling at the time.

Any additional tests requested by the contractor or any retests required, due to failure of the initial tests, will be charged to the contractor at the rates ruling at the time.

4.4.6 ENVIRONMENT

a) Sand and dust control

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.

4.4.7 ACCOMMODATION OF TRAFFIC ON PUBLIC ROADS OCCUPIED BY THE CONTRACTOR

An item is included in the bill of quantities for accommodation of traffic.

4.4.8 OTHER CONTRACTORS ON SITE

Only subcontractors in the employ of the contractor will be allowed on site.

4.4.9 TESTING, COMPLETION, COMMISSIONING, AND CORRECTION OF DEFECTS

The following activities or milestone will require assessment certification i.e.

- use of the works before completion has been certified;
- handover / beneficial occupation;
- pre-commissioning and commissioning of the works or part thereof, before and after completion;
- certifying completion;
- start-up; operation of the works; special arrangements associated with operating plant and machinery etc.,
- training and technology transfer,
- take over;
- operational maintenance (if any), after completion;
- work which contractors may carry out after completion has been certified (in addition to correcting defects), and
- arranging access for correction of defects.

4.4.10 RECORDING OF WEATHER

The contractor shall erect an effective rainfall gauge on the site of the works and record the daily rainfall figures in the site diary. The site diary shall be handed to the Employer's Representative's Representative for his signature no later than 24 hours after rain that is considered to justify an extension of time occurs.

Extension of time due to abnormal rainfall shall be determined by as defined and described in the Contract Data.

4.4.11 FORMAT OF COMMUNICATIONS

A site instruction book will be maintained on site with requests etc. Each requested must be numbered, dated and signed for completeness. Copies may be emailed to the relevant parties.

4.4.12 KEY PERSONNEL

The contractor is to provide a list of key personnel with relevant contact information at the start of the contract.

4.4.13 MANAGEMENT MEETING

Site Meetings will be held on a monthly basis followed by a technical meeting. The technical meeting may coincide with the monthly meeting but could be scheduled as required.



4.4.14 FORMS FOR CONTRACT ADMINISTRATION

Standard forms for contract administration purposes will be issued to the Contractor at the start of the contract. These will be made available in soft and hard copy format.

4.4.15 ELECTRONIC PAYMENTS

The contractor will be responsible for supplying correct bank details to the employer for electronic payments and the employer will not be held responsible for any incorrect bank details supplied by the Contractor. Mechanisms of payments dates will be advised at the start of the contract.

4.4.16 BONDS AND GUARANTEES

The contractor shall deliver to the Employer the guarantee within 14 days of receipt by the contractor of the Letter of Acceptance. The guarantee shall be held by the Employer for safekeeping until completion of the work.

4.4.17 PERMITS

Requirements will be determined by the nature of work comprising each assignment.

4.4.18 PROOF OF COMPLIANCE WITH THE LAW

Mechanisms of legal compliances will be advised at the start of the contract.

4.4.19 INSURANCE PROVIDED BY THE EMPLOYER

Copies of the above insurance may be obtained from the Employer, if required.

4.4.20 DAILY RECORDS

Daily records of site activities must be kept accurately. This would include records of plant, personnel, site and weather conditions and any other pendant information effecting the Contract. These records must be agreed to by the Employer's Representative on a regular basis.

SECTION 4.5: HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

4.5.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the contractor with the provisions of the Act:

- (i) *The contractor undertakes to acquaint the appropriate officials and employees of the contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.*
- (ii) *The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the contractor will be fully complied with.*
- (iii) *The contractor accepts liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations.*
- (iv) *The contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the contractor, or any appropriate records or safety plans held by the contractor.*
- (v) *The contractor shall be obliged to report forthwith to the Employer and Employer's Representative any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Representative, of such investigation, complaint or criminal charge.*
- (vi) *The contractor shall furthermore, in compliance with Construction Regulations 2014 (dated 07 February 2014) to the Act 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 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned Representative. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his Representative, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan*
- (vii) *The Employer, or his assigned Representative, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Representative, at the request of the Employer or his Representative, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his Representatives are satisfied that the issues in which the contractor has been in default have been rectified.*
- (viii) *The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in Section 4.3: Construction, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety Specification (Regulation 4(1) of the Construction Regulations 2014), which is attached under C3.8.*

Payment items are included in the Bill of Quantities to cover the contractor's cost for compliance with the OHS Act and the abovementioned regulations.



4.5.2 PROTECTION OF THE PUBLIC

The contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is 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.

4.5.3 BARRICADES AND LIGHTING

The contractor must take all special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.

The construction site must be secure and it is the responsibility of the contractor to ensure the safety of his staff and all visitors to the site.

TRAFFIC CONTROL ON ROADS

4.5.4 The contractor may use the existing roads for the hauling of materials to or from site, but he will be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

Where work operations are to be executed close to site activities, the contractor shall ensure that at all times pedestrian, and vehicle access are provided.

4.5.6 MEASURES AGAINST DISEASE AND EPIDEMICS

The contractor has to take cognizance of his construction activities in the works area and therefore must ensure the safety of his workers at all times.

4.5.7 AIDS AWARENESS

Toolbox talks will be initiated on site and an item is included for awareness programmes.



PROJECT HEALTH AND SAFETY SPECIFICATION

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- Task Completion Form

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Health and Safety Specification Acknowledgement Receipt



1.0 SPECIFIC PROJECT INFORMATION

1. 1 INTRODUCTION AND DEFINITIONS

PLEASE NOTE THAT THE REQUIREMENTS OF THE NEW CONSTRUCTION REGULATIONS 2014 HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE NEW REGULATIONS PLACE ADDITIONAL LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THESE NEW REQUIREMENTS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to plant and machinery. Compliance to the requirements of the Occupational Health and Safety Act 1993 is in addition to the requirements of this Health and Safety Specification and is part of the Contractor's responsibility. The Client will monitor that the Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO CLIENT REPRESENTATIVE, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"Representative" means a competent person who acts as a representative for a client;

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"construction site" means a work place where construction work is being performed;

"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with-

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



"construction work permit" means a document issued in terms of regulation 3;

"contractor" means an employer who performs construction work;

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

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

"designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter or landscape architect;

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

"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

"fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file " mean a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" mean a site, activity or project specific documented plan in accordance with the client's health and safety specification;

"health and safety specification" mean a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;



"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"principal contractor" means an employer appointed by the client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

- any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

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

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

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

"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.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings and reports):

All existing survey drawings

Engineering drawing

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION
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Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.



To achieve this goal the Client has prepared this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will conduct Health and Safety audits of the works too.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Client Representative to be applicable to this project. This document also provides minimum health and safety requirements, standards and expectations that the principal contractor and contractors must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with Sub Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.



The Contractor shall enforce the provisions of the Health and Safety Specification amongst all sub-contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client prior to commencement with construction work.

1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Representative, where appointed) has legal duties. Where a Representative (refer to “definitions” section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to “Client” will apply to their appointed “Client Representative”, where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented and coherent site-specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor's safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor's health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor's health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the client requires additional work to be performed as a result of a design change or error in construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Client has appointed a Client Representative for the project, their details for this project are contained in the Project Directory section of this health and safety specification.



1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to “definitions” section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

1.5 PROJECT DIRECTORY		
Project Client	FS Department of Human Settlement	Tel: 051 403 3825
Construction Safety Representative	TBC	Cell: TBC
Project Manager Contact Person		To be communicated
Consulting Engineer Contact Person		To be communicated

OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work Free State	To be shared with the appointed Contractor
Department of Labour Free State	To be shared with the appointed Contractor



Telecommunications Company: Telkom	Tel: 051 444 0502
Water Company: Dihlabeng Local Municipality	
Electricity Company: Dihlabeng Local Municipality	
Gas Company: Afrox	

1.6 PROJECT DETAILS

Description of Works

The Employer's objective is to install complete **TURNKEY/DESIGN AND BUILD CONTRACTOR FOR CONSTRUCTION OF AN 8.50 KM BLOCK PAVED TOWNSHIP ROAD NETWORK AND STORMWATER COLLECTION AND DISPOSAL FACILITIES FOR THE FATENG TSE NTSHO EXTENSION 5, 743 SITES, IN PAUL ROUX, DIHLABENG LOCAL MUNICIPALITY**

Anticipated Construction Duration

12 Months from Site Handover.

Provisional Start Date

Ten (10) weeks after tender closing.

Completion Date

To be confirmed on Site Handover Meeting.

1.7 EXISTING ENVIRONMENT

Hazards particular to this project by virtue of location:

Eskom Powerlines

Water

Sewage

Overhead, Above Ground and Underground Services crossing the site:

Overhead: Yes

Underground: Yes

Ground level: N/A

Service Drawings available: Yes

Wayleaves required: Yes

Permits required: Yes



Isolations required: N/A

Existing structures and surrounding land use (with a significant impact on Health & Safety):

N/A

Existing ground conditions and ground survey report:

Refer to Scope of work where Geotechnical conditions are discussed.

Existing Traffic Systems

Condition: Gravel roads

Restrictions to access: None Known

Speed restrictions: Usual urban speed restrictions applicable

1.8 AVAILABLE DRAWINGS

Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

Significant health and safety hazards identified by Designer and Client Representative:

Working at Heights will be done during different phases of the project. Over deep excavations and building of structures by example. This must be assessed by the contractor and method statement for these activities to be submitted for approval prior to work commencement.

It is envisioned that plant will be moving on the road and must be made visible at all times. Parking of this plant must be strictly monitored by the contractor at all times. Use trained flag persons as applicable.

Protection of residence-

1.8m ready fencing required to demarcate site area. All necessary steps must be taken to prevent unauthorized entry to site and to protect members of the public from any dangers associated with the construction works being undertaken.

Use of scaffold and working at height – a Fall Protection Plan and Rescue Plan will be required for approval prior to commencement of any activities at height. All workers to have a medical certificate of fitness. All workers must have fall protection plan training in the form of a toolbox talk with a signed register of attendance. Safety harnesses to be worn as required. Edge protection in the form of guard rails and toe boards to prevent materials and people from falling.

Other construction hazards expected are as follows:

Bricklaying
Compacting and Filling
Compactor Operations
Confined Spaces
Contaminated Land
Cutting Kerbs
Cutting Off Disc
Demolition
Electric Tools and Electrical Installations
Excavations
Fire
Flammable Liquids / Gas



Fragile Materials
Goods / Passenger Hoist Operation
Hand tools
Hazardous Substances
Hot Works
Kerb Laying
Lifting Operations
Manhole Rings and Pipes Storage
Manual Handling of General Items
Material / Passenger Hoist Operation
Members of Public
Noise and Dust
Overhead Services (Working near)
Painting
Paving (Laying)
Plant/Vehicle and Equipment Operation
Plastering
Plumbing
Scaffold Erection / Dismantling
Shuttering Walls, Beams, Columns
Site Strip
Skipping of Concrete
Snakes
Steel Erection
Steel Fixing
Temporary Work (include False Work, Scaffold and Shoring)
Tower Crane Erection and Dismantling
Tower Scaffold
Troxler Use
Work over or next to Water
Working at Height (excl scaffold)

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY)

Working in close proximity of high voltage power lines.
Traffic Management Plan including overnight parking of plants.
Working in close proximity of fast flowing and deep water.
Shoring of trenches and excavations.
Confined space entries.
Working at Heights.

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig / Permit to Enter Excavations: Permit will be required, PC to issue

Permit to Work with Electricity: Permit will be required, Municipality to issue

Confined Space Permit: Permit will be required, PC to issue

Hot Works Permit: Permit will be required, PC to issue

Permit to Work under Power Lines: Permit will be required Municipality/Eskom to issue

Blasting: N/A

Temporary Works: N/A

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and non-conformances reported by the Safety Officer to the Contractor's management team. All non-conformances identified by the Safety Officer must be investigated and corrective action taken by the Contractor to prevent re-occurrence. A full-time safety officer must be appointed for this project the



appointed safety officer must be registered at SACPCMP, proof of registration or confirmation letter of request for registration must be provided.

MEDICAL CERTIFICATE OF FITNESS

The Principal contractor must ensure that his employees and contractor appointed by him are in possession of a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION

N/A

ENVIRONMENTAL CONDITIONS

Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain and wind. The open nature of the site works will not preclude any of the above. Weather considerations must be allowed for on site, especially in terms of heavy rains stopping work, lightning, high winds and heat stress exposures. For lightning the following guide exists:

Where high level construction or maintenance work is being performed, thunder storms present a wind and rain risk to the workers in elevated positions but lightning is also a significant risk.

To establish how far the lightning is from a work area, this distance can be determined by multiplying the time difference in seconds between the actual lightning flash seen and the hearing of the thunder rumble by 344m per second (i.e. the speed of sound travel) to calculate the distance to the lightning flash in meters.

Distance to lightning in meters = seconds time difference between the flash and its rumble x 344 m/sec

This means that a 3 second delay represents a lightning flash just over 1 km distant. Explosives factories use a 10 second delay (a 3.4km distance) for production building evacuation because of lightning risk.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC

Access to site by Construction Vehicles: Appointed Principal contractor to ensure that no vehicles use road reserve as parking area along site. All visitors are to report to site office.

Access to site by Construction Workers and Visitors: Appointed Principal contractor to ensure that all visitors are to report to site office.

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD

Site camp location and set up

- **Restrictions / requirements:** }
 - **Storage areas:** }
 - **Security:** }
- Contractor to advise in consultation
with Engineer / Professional Team

Ablutions and Welfare Arrangements

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Please note that toilets should be provided with built in facilities for hand washing:

- **Toilets:** }
 - **Washing facilities:** }
 - **Drinking Water:** }
 - **Shelter:** }
- Contractor to provide as per Regulations



- Showers: }

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminates at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that construction sites in built up areas adjacent to public way must be fenced off and have controlled access points.

Warning Notices: “No Unauthorised Entry” safety signs and PPE requirements signs to be displayed as well as usual construction warning signage at the entrance of site camp. Road / traffic management signage as per the SA Road traffic regulations and stipulated in the Traffic Management Plan approved prior to work starting.

Look Outs: PC to ensure that requirements are met as required.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes, all workers to be identifiable when on site.

Safety Harnesses: Yes, all workers on scaffolding to use during all phases as required

Hard Hats: Yes, all workers to adhere to PPE requirements when on site.

Reflective Vests: Yes, all workers to be identifiable when on site.

Goggles / gloves / ear defenders / respiratory protection: Yes, all workers to use applicable PPE.

Safety Footwear: Yes, all workers to wear when on site

Specialist Equipment (eg: for confined Spaces): Yes, all workers to use applicable PPE and ensure precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with.

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Cement Petrol Diesel

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:

Daily maintenance and work by Municipality Workers in the area.

The following Client safety rules and/or requirements are to be observed:

Workers are to stay in designated works areas.

All workers are to receive induction prior to commencement of work on site.

Other safety rules and requirements to be advised at induction.

Please also refer to tender document.

Restrictions on times, access or other restrictions by Client

Permission will be required from Engineers for any work done on public holidays and night shifts.



1.11 SAFETY FILE RETURN TO CLIENT

The Safety File for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in a hard copy format and on CD.

2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's Representative or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act
- provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
- ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- appoint each contractor in writing for the part of the project on the construction site
- take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's Representative;
- hand over a consolidated health and safety file to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.



A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's Representative or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.
- Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.
- A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.
- No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- A contractor must ensure that all visitors to a construction site undergo health and safety induction training pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.
- A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's Representative or the principal contractor.
- A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related



aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a client, and such client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.5 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

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

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.



2.7 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations.

2.8 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

2.9 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any**

work commences and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the client, client's Representative, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are affected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.



Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
 - All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
 - The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.10 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances.

2.11 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

2.12 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

2.13 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training.



2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service deliver protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, before the end of the working day. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

First Aid box/es must be adequately stocked at all time, accessible and be controlled by a qualified First Aider. If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.



The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.21 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on-site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 db; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage.

2.22 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.23 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
- has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
- has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;

- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm; and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –



- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

2.29 Water environments

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for –

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

2.30 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
- only suitably protected electrical installations and equipment, including portable lights, are used;
- there are no flames or similar means of ignition;
- there are conspicuous notices prohibiting smoking;
- oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
- adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
- persons to be evacuated speedily without panic;
- persons to be accounted for; and
- plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:



- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex;
- and sheltered eating area.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's Representative or any employee;



- all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
- secure any deck panels against displacement; and
- prevent any person from slipping on temporary works due to the application of release Representatives;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
- the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- such an excavation is in stable material: Provided that-
- permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
- where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;

- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
- must ensure that every excavation, including all bracing and shoring, is inspected-
 - daily, prior to the commencement of each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after damage to supports; and
 - after rain,by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's Representative, any other contractor or any employee;
- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
- adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosive's legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

2.35 Scaffolding

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

2.36 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the Representative at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure



- Substituting the HCS
- Using engineering controls
- Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.37 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

2.38 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.39 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).

2.40 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.41 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:



- All lifting machinery and tackle have a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

2.42 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.43 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.44 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.45 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.46 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.47 Night Work

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

2.48 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.



2.49 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.50 Suspended Platforms

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless-

- the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated above and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the-
 - appointment of the competent person;
 - competency of erectors, operators and inspectors;
 - operational design calculations, which must comply with the requirements of the system design certificate;
 - performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out; and
 - procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design, including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

A contractor must submit a copy of the certificate of system design as per regulations for every new project.

A contractor must ensure that the outriggers of each suspended platform-

- are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
- have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that-

- the parts of the building or structure on which the outriggers of a suspended platform are



supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;

- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- the hand or power-driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- the machinery referred to above is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform-

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
- is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing-
 - the maximum mass load;
 - the maximum number of persons; and
 - the maximum total mass load, including load and persons, which the suspended platform can carry.

A contractor must cause-

- the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with manufacturer's specification;
- the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- the performance test contemplated above to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
- the performance test contemplated above of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110% of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.

A contractor must cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

A contractor must ensure that the suspended platform supervisor or the suspended platform inspector carries out a daily inspection of all the equipment prior to use, including establishing whether –

- all connection bolts are secure;
- all safety devices are functioning;
- all safety devices are not tampered with or vandalized;
- the total maximum mass load of the platform is not exceeded;
- the occupants in the suspended platform are using body harnesses which have been properly attached;
- there are no visible signs of damage to the equipment; and
- all reported operating problems have been attended to.

A contractor must ensure that all inspection and performance test records are kept on the construction site at



all times and made available to an inspector, the client, the client's Representative or any employee upon request.

A contractor must ensure that all employees required to work or to be supported on a suspended platform are –

- medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
- competent in conducting work related to suspended platforms safely;
- trained or received training, which includes at least-
 - how to access and egress the suspended platform safely;
 - how to correctly operate the controls and safety devices of the equipment;
 - information on the dangers related to the misuse of safety devices; and
 - information on the procedures to be followed in the case of-
 - an emergency;
 - the malfunctioning of equipment; and
 - the discovery of a suspected defect in the equipment; and
 - instructions on the proper use of body harnesses.



A contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan, and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.

A contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least fortnightly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non- conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Fire fighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations



Key: OHS – Occupational Health and Safety Act, 1993

ANNEXURE A

The Contractor shall submit the info below in an Annexure 2 prior to construction commencement.

Item No.	Health and Safety Specification Requirement	OHS Requirement	Submission date
1.	Notification of Intention to Commence Construction	Construction Regulations 2014	At least 7 days before commencement on site
2.	Construction Work Permit	Construction Regulations 2014 (but only comes into effect from February 2017, for the size of R40 Mil contract value or above)	At least 30 days prior to project commencement
3.	Assignment of Responsible Person to Manage Building Work via Health and Safety Organogram	Construction Regulations 2014	Before commencement on site
4.	Competency for Health and Safety Positions	Client / Client Representative requirement	Before commencement on site
5.	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before commencement on site
6.	Occupational Health and Safety Policy	Client / Client Representative requirement	Before commencement on site
7.	Risk Assessment, Safety Plan and Fall Protection Plan, Demolition Method Statement	Client / Client Representative requirement	Before construction work commences



ANNEXURE B - The contractor shall make the following appointments, as required:

Chief Executive Officer (OSHACT 16(1))
Contract Director/Manager (OSHACT 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSHACT 9(2))
Competent Person – Confined Spaces (GAR 5(1))



BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
1.	Bricklaying	Caustic contamination with mortar Contact with sharp bladed tools	• M	- Use only trained personnel - Safe means of access to be provided - Safe/Suitable working platform required where working at height - PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination
2.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	• M	- Trained banksman to control vehicles movement - Only trained personnel use plant - Personal Protective Equipment to be worn - Personnel to stand clear as materials are being tipped - Use stop blocks and signs to warn vehicles of excavations, where applicable - Stand clear of plant whilst materials are being compacted - Establish position of underground services and protect services from damage
3.	Compactor Operations	Crushing of feet	• M	- Only trained and competent personnel to use the machine - Ensure operative wears steel toe cap shoes or boots at all times
4.	Compactor Operations	Crushing of feet	• M	- Only trained and competent personnel to use the machine - Ensure operative wears steel toe cap shoes or boots at all times
5.	Confined Spaces	Suffocation Fumes	• H	- Ensure that confined space is sufficiently ventilated - Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality - Test oxygen levels in confined space to ensure that is safe for entry - Ensure that emergency procedures in place
6.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise and dust	• M	- Only trained operators to use saw and change blades. - Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection. - People to be kept away from the work area. - Work to cease if people have to pass. - Sparks etc. to be directed away from people and any flammable material
7.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	• M	- Use competent personnel. - Hot works control- fire extinguisher, fire watchman. (Permit may be required) - PPE to include gloves, eye protection, hearing protection - Solid working position. - Clear working area - Correct grade of blade must be used. - Good ventilation to be provided (forced if necessary). - Changing of wheels to be by competent persons only - Cut off discs must not be used for grinding (grinding disc thicker) - Bystanders to wear hearing protection, as applicable
8.	Demolition	Falling materials Premature collapse of structure	• H	- Ensure there is a current method statement in place - Ensure all emergency procedures are in



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				- place and all details are displayed - Ensure that structural demolition has been approved by the designer and site management - Personnel must be competent - Ensure at all times there is a safe means of access and egress - All personnel must wear suitable and sufficient Personal Protective Equipment, including head, eye and skin protection
9.	Electrical Commissioning	Electric shock	H	Personnel to comply with permits to work issued by client Personal protective equipment to be worn by employees to prevent electric shock First aid treatment to be readily available Only competent and trained persons may decommission or commission electrical equipment
10.	Electric Tools and Electrical Installations	Electric shock Fire	H	- Electric tools and installations to be in good condition - Inspect electric tools before use - Do not use electric tools in wet/damp conditions - Use personal protective equipment such as insulated gloves - Electrical installations register to be maintained, inspected by competent person
11.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	H	- Deep excavations / monitor air for toxic fumes - Prevent collapse by battering back sides to a safe angle or install temporary support - Protect vehicles from falling into excavations – provide barriers, signage, etc as necessary - Beware of undermining of other structures (eg: buildings, scaffolds) - Record excavation inspections by competent person on daily basis - Provide suitable means of access/egress in case of emergency. - Excavations formed by explosives must be accompanied by method statement approved by Client
12.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	H	- No littering on site which could become fire hazard, maintain site in clean condition. - No fires to be lit on site. Have a working fire extinguisher at hand at all times. - No smoking or naked flame near flammable substances or in unauthorised areas - Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
13.	Flammable Liquids and Gases (Use of)	Fire Explosion	H	- No littering on site which could become fire hazard, maintain site in clean condition. - Have a working fire extinguisher at hand at all times. - No smoking or naked flame near flammable substances or in unauthorised areas - Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices - Equipment must be in good condition, maintained - Personnel using substances must be trained in safe use and risks
14.	Fragile Materials	Persons or items falling through fragile materials	H	- All fragile materials to be identified and protected prior to work commencing. - Protection to include either covering the fragile materials or excluding activity. - Any coverings to be secured in place - The location of the fragile materials to be



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				indicated by signage
15.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	• L	- Ensure: - Tool is correct for job - Tool is in good order and suitably sharp - Personnel must be competent/instructed in tool usage and tool safety - Lighting is sufficient - Access is safe, working platform is secure, leading edge is guarded - Operative is wearing all necessary PPE
16.	Hazardous Substances	Injuries to workers through use of hazardous substances, eg: injuries to eyes, skin, etc	• H	- Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc) - Know what First Aid measures are - Have welfare facilities available for washing of hands, etc
17.	Hot Works	Burns to eyes or other parts of the body	• H	- Personal Protective Equipment to include eye, skin and hearing protection - Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
18.	Kerb Laying	Nips at joints Crushing by kerbs Caustic burns	• M	- Impervious gloves and barrier cream to be used to protect hands. - Personnel should be aware of safe manual handling techniques when handling kerbs.
19.	Members of Public – Protection of	Injury to member of public and road users from site works	• L	- Barriers and signage to be in place - Workers must warn away any members of public from the works - Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public - Traffic turning into site – traffic management and signage as required. - Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible - Refer to plant risk assessment for details on plant safety precautions - NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
20.	Mobile Crane Erection and Dismantling and Use	Collapse of structure Overturning of structure Falling materials	• H	- Ensure emergency procedures are in place and all operative are aware of the details - Only use trained and competent operators for the erection and dismantling and use of cranes - Ensure crane driver is trained and holds certification as proof. Must have valid medical certificate of fitness. - Ensure there is safe means of access available at all times - Ensure the mobile crane driver has 360° vision if not ensure a fully trained banksman is used - Banksman to wear reflector vest to identify himself to the crane driver - Ensure all personnel wear suitable and sufficient personal protective equipment - Consider creating exclusion areas
21	Night Work	Security Lighting	• H	The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client.



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.
22	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	M	- Wear respiratory and hearing protection - Dampen down and minimise dust where possible.
23	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	H	- Maintain safe clearance levels - Establish presence of any services via proper walk through survey of site and/or means of service drawings - Wear personal protective clothing - Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services - Obtain information on clearance levels from service provider
24	Painting	Contact with paint	M	- Refer to safety data sheet for usage instructions, hazards and precautions required. - When working at height, refer to risk assessment addressing this hazard below.
25	Paving (Laying)	Impact injuries from tile / mallet Caustic burns Sore knees Cuts from cutter	M	- Impervious gloves to be worn/ barrier cream to be used - Kneelers or similar to be available - Personal protective equipment to be worn – for example if saw used to cut pavers
26	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	M	- Implement traffic protection measures - Trained and competent operators must be used - Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. - Medical certificates of fitness required for construction plant. - Crossing of road by construction vehicles or machines must be limited to the practical minimum - Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. - Wear appropriate protective clothing/equipment, eg: goggles, gloves, ear defenders, etc as appropriate.
27	Plastering	Falling materials Fall from height Contact with materials	M	- Ensure standard safety procedures are followed - Ensure there is a safe working area - Ensure safe access and egress - Ensure competent personnel are used
28	Plumbing	Falling material Falling from height Fire Burns Exposure to lead fumes	M	- Ensure standard safety procedures are followed at all times - Only use trained and competent personnel - Ensure there is a safe working area at all times - Ensure materials are stored neatly - Ensure there is safe access and egress at all times - Ensure all personnel wear suitable and sufficient personal protective equipment - Consider a hot works permit system prior to commencing any hot works - Make sure emergency procedures are in place and ensure all personnel are aware of where to go in case of a fire
29	Rope access	Personnel falling from height Falling debris Those beneath being injured	H	Ensure: - competent person appointed in writing to supervise all rope access work on the site, - compliance to Construction Regulations 2014, particularly regulation 18 and 10; - ensure all rope access work is carried out



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				under supervision of a competent person; - all rope access operators are competent and licensed to carry out their work. - the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act - Site specific fall protection plan has been developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations. - adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.
30	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	H	- Ensure - scaffold is designed to take the imposed loads - scaffolding is constructed properly - scaffold is not overloaded - scaffolders are fully trained - scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis - scaffolders must adhere to the safe systems of work. - all fall arrest equipment to be checked and certified in good working order - that ALL understand the safe system of work
31	Site Strip	Overtuning Vehicles	M	- Follow standard safety procedures - Only use trained and competent personnel - Ensure there is a suitable and safe means of access and egress - Ensure banksman used when required - Ensure all personnel wear suitable reflector vests as required
32	Snakes	Snake bite	H	- Qualified first aider required for site who can treat snakebite - Snake bite kit to be on hand - Check area before working - Find out nearest hospital and get emergency telephone numbers.
33	Steel Erection	Falls from height Falling components Contact injuries from falling lifting equipment	H	- Adhere to all general precautions for working at height (See risk assessment below) - Barrier off / exclude area below work - All lifting appliances to be examined and inspected - Inspection register in place and up to date - All personnel to be trained and competent and wear clipped on safety harnessed when working at height - Ensure that lifting equipment (slings, chains, shackles) test certificates are current and on site. - Competent persons only to connect loads and direct plant
34	Steel Fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips / falls Falling form height	M	- PPE must include safety boots and goggles - Manual handling training may be required - Care to be taken when working near overhead lines - Use only trained personnel - Provide safe means of access - Maintain and regularly inspect all lifting



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				appliances and equipment - Cap starter bars to prevent injuries where feasible - Construct scaffold walk ways to cross reinforcing mesh, as required
35	Temporary Works – shoring, scaffold, falsework, formwork	Collapse of form work	H	- Wear personal protective equipment such as gloves and goggles - Formwork must be built by trained person and also be inspected by competent person and results entered into register on site
36	Tower (Mobile Aluminium Tower) Scaffold	Over Turning Falls	H	- Tower to be on firm level ground with wheels or feet properly supported. - Height not to exceed 3 times the base dimension. i.e. 2x3m Base Tower not exceed 6m. - Erection by competent person - Inspection before first use - Weekly record of inspection required - Guard rails and Toe boards as per normal scaffolds - Beware when moving of overhead obstructions, such as power lines - Never move in strong winds
37	Troxler – use of	Radiation exposure Transportation and storage of nuclear equipment Working in road	H	Ensure - Training of Troxler gauge operators in basic radiation safety and correct operating procedure to satisfactory level of competence - An enclosed vehicle must be used for transport of the gauge - After use and before storing the gauge, a visual check to be carried out to confirm shutter is properly closed - Warning signage to be displayed at entrance to store indicating presence of radioactive material - Wear reflective vests when working in or near the road or road shoulder as well as any other required personal protective clothing.
38	Working at Height	Personnel falling form height Falling debris Those beneath being injured	H	- All access equipment is properly constructed (inspections record must be maintained) - Only trained personnel construct, dismantle or control the access equipment - All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding - No access equipment may be loaded above the level of the guardrail - No access equipment to be loaded above its safe working load - Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times - All fall arrest equipment to be correctly maintained - Ensure if ladders are being used for access, they are either footed or tied. Also, the ladder must be set at the correct level of 1 in 4 or approximately 75°
39	Work over or next to Water	Drowning	H	Evaluate depth of water, height above water that work takes place, whether workers can swim or not and then determine safety precautions required: these may include such measures such as barriers, signage, life belts, safety harnesses, etc



	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
				When working on river/harbour/dam edge - erect life saving devices and barriers to protect workers and vehicles (stop blocks may also be required). Only trained and competent persons to be used.



ISSUE REGISTER

Date of Original Safety Specification Compilation	Compiled By	Issue Date	Revision Date

Acknowledgement:

I, _____ representing
_____(Contractor), have satisfied myself with the content of this Health and Safety Specification and shall ensure that our employees and contractors on site comply with the requirements of this document, our safety documentation and health and safety legislation.

Signature of Contractor

Date

Comments:



SECTION 4.6: Environmental Management Requirements

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4.6.1 SCOPE

This Specification covers the requirements for controlling the impact of construction activities on the environment. It contains clauses that are generally applicable to the undertaking of civil engineering works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

Interpretations and variations of this Specification are set out in the Specification Data.

4.6.2 NORMATIVE REFERENCES

4.6.2.1 Supporting specifications

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- a) Specification Data;
- b) SANS 1200 Series of Standardized Specifications;
- c) SANS 1200 A or SANS 1200 AA, as applicable;
- d) Specification OHS;
- e) Occupational health and safety Construction Regulations, 2014.

4.6.3 DEFINITIONS

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in Section 4 and the following definitions shall apply:

- OHS: Occupational Health and Safety.
- Construction Regulations: Construction Regulations, 2014 of the OHS Act (Act No. 85 of 1993).

4.6.3.1 Environment

The surroundings within which humans exist and that are made up of:

- i) the land, water and atmosphere of the earth;
- ii) micro-organisms, plant and animal life;
- iii) any part or combination of (i) and (ii) and the interrelationships among and between them; and
- iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

4.6.3.2 Potentially hazardous substances

A substance that, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment

4.6.4 REQUIREMENTS

4.6.4.1 Materials

Bitumen

Not Applicable

4.6.4.2 Plant

4.6.4.2.1 Ablution facilities

Adequate temporary ablution facilities shall be provided for the workforce. The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

Washing whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.



4.6.4.2.2 Solid waste management

The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Solid, non-hazardous waste shall be disposed of in the bins provided and no on-site burying, dumping or burning of any waste materials, vegetation, litter or refuse shall occur. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved.

All solid waste shall be disposed of off-site at an approved landfill site. The Contractor shall supply the Engineer with a certificate of disposal.

4.6.4.2.3 Contaminated water

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water. The Contractor shall prevent the discharge of water contaminated with any pollutants, such as soaps, detergent, cements, concrete, lime, chemicals, glues, solvents, paints and fuels, into the environment.

The Contractor shall notify the Engineer immediately of any pollution incidents on Site. The Engineer's approval is required prior to the discharge of contaminated water to the Municipal sewer system.

4.6.4.2.4 Site structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbor's and the size of area disturbed. The type and color of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

4.6.4.2.5 Noise control

The applicable regulations framed under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the provisions of SANS 1200 A Sub-clause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, pen-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens, and the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant such that the noise level in inhabited areas and dwellings adjacent to the work areas will not increase by more than 7 dB(A) Leq 60 above residual background sound levels. Similarly, in habituated areas adjacent to access roads maximum noise levels shall not exceed 60 dB(A) Leq 60 and maximum sound pressure level of 70 dB(A).

Where excess noise generation is unavoidable, the Contractor shall, by means of barriers, effectively isolate the source of any such noise in order to comply with the said regulations. The Contractor shall restrict any of his operations that may result in undue noise disturbance to those communities and dwellings abutting the Site to the hours of 08:00 to 17:00 on weekdays and Saturdays. No work will be permitted on Sundays unless otherwise agreed to with the Engineer.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc. shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

4.6.4.2.6 Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

4.6.4.2.7 Fuel (petrol and diesel) and oil

Unless otherwise specified in the Specification Data, fuel may be stored on site in an area approved by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowzers. The tanks or bowzers shall be situated on a smooth impermeable surface (concrete or 250 pm plastic) with an earth bund (plastic must have a 5 cm layer of sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 130% of the total capacity of all the storage tanks! bowzers. The bunded area shall be covered to protect it from rain. Provision shall be made for refueling at the fuel storage area, by protecting the soil with



250 pm plastic covered with a minimum of a 5 cm layer of sand.

If fuel is dispensed from 200 litre drums, only empty externally clean drums may be stored on the bare ground. All empty externally dirty drums shall be stored on an area where the ground has been protected. The proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism of the fuel storage drum shall be stored in a waterproof container when not in use.

The Contractor shall prevent unauthorized access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Where reasonably practical, plant shall be refueled at the fuel storage area or at the workshop as applicable. If it is not reasonably practical then the surface under the refueling area shall be protected against pollution to the reasonable satisfaction of the Engineer prior to any refueling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200l of hydrocarbon liquid spill. The Contractor shall obtain the Engineer's prior approval for any refueling or maintenance activities.

4.6.4.2.8 Workshop, equipment maintenance and storage

Leaking equipment shall be repaired immediately or removed from the Site. Where practical, all maintenance of equipment and vehicles on Site shall be performed off Site or in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing activities. The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or 250 pm plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil).

When servicing equipment on site, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles). Drip trays shall be inspected and emptied daily. Dip trays shall be closely monitored during rain events to ensure that they do not overflow. Where practical, the Contractor shall ensure that equipment is covered so that rainwater is excluded from the drip trays.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken off Site or in the workshop. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

4.6.4.2.9 Dust

Dust nuisance around the plant must be controlled by regular watering. Speed restrictions must be in place in and around the site, this will also help to keep the spreading of dust to a minimum. Wind strength must be kept in mind when materials are being transported to and from site and where and when excavations take place.

4.6.5 Methods and procedures

4.6.5.1 Method Statements

Any Method Statement required by this Specification, the Specification Data or the Engineer shall be produced within such reasonable time as is required by this Specification, the Specification Data or the Engineer. The Contractor shall not commence the activity until the Method Statement has been approved. Except in the case of emergency activities, the Contractor shall allow a period of two weeks for approval of the Method Statement by the Engineer. Such approval shall not unreasonably be withheld.

Method Statements in respect of environment management that shall be provided by the Contractor within 14 days of receipt of the letter of acceptance and prior to the activity covered by the Method Statement being undertaken, include:

- 1) Location and structure of the fuel storage site, including the type and volume of storage container and the design and capacity of the bund.
- 2) Solid waste (refuse) control and removal of waste from the Site, including the number, type and location of rubbish bins, the manner and frequency with which the waste will be removed from site and the



disposal site.

- 3) Contaminated water management system, including an indication of the source and volume of contaminated water and how this would be disposed of.
- 4) Dust control, including methods to prevent dust generation and methods to reduce dust where its generation is unavoidable.
- 5) Location and layout of the construction camp in the form of a plan showing offices, stores for fuels and explosives, vehicle parking, access point, equipment cleaning areas and staff toilet placement.
- 6) Location of proposed site access routes and proposed traffic safety measures.
- 7) Emergency procedures for fire, and accidental leaks and spillages of hazardous materials.
- 8) Location, layout and preparation of cement/ concrete batching facilities including the methods employed for the mixing of concrete and the management of runoff water from such areas. An indication shall be given of how concrete spoil will be minimised and cleared.
- 9) Method of undertaking earthworks, including spoil management, erosion, dust and noise controls.
- 10) Motivation and method for undertaking any construction related activities within a "no-go" area, including requisite emergency procedures. Unless need clearly motivated and proposed methodology exhibits clear focus on environmentally sensitive construction practice, no activity will be permitted within the defined "no-go" areas.

4.6.5.2 Environmental awareness training

Within seven days of the Commencement Date, the Contractor's site staff including foremen and site management staff shall attend an environmental awareness training course, of approximately one-hour duration. The Contractor shall liaise with the Engineer prior to the Commencement Date to fix a date and venue for the course. The Contractor shall provide a suitable venue with facilities as required by the Specification Data, and ensure that the specified employees attend the course.

No more than 20 people shall attend each course and the Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site.

The environmental awareness training course shall be held in the morning during normal working hours. Any new employees coming on to site after the initial training course and the Contractor's suppliers and subcontractors shall also attend the course. Provision should also be made for quarterly refresher courses to be undertaken during the course of the Contract. The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Engineer with a copy of the attendance register the day after each course.

4.6.5.3 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters will be supplied by the Engineer and shall be erected at a location specified by the Engineer.

4.6.5.4 Site clearance

No plants, trees, or any vegetation may be removed other than absolutely necessary.

4.6.5.5 Site division

The Engineer shall be advised of the area that the Contractor intends using for his site establishment. The Contractor's camp shall occupy as small an area as possible, and no site establishment shall be allowed within 50 m of any watercourse unless otherwise approved by the Engineer.

The Contractor shall inform the Engineer of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for neighbors.

4.6.5.6 Site demarcation

If required by the Specification Data, the Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations directed by the Engineer. Such fences shall, if so specified, be erected before undertaking designated activities.

4.6.5.7 "No go" areas



If so required by the Specification Data, certain areas shall be considered to be "no go" areas. The Contractor shall ensure that insofar as he has the authority, no unauthorized entry, stockpiling, dumping or storage of equipment or materials shall be allowed within the demarcated "no go" areas.

"No go" areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centers with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of construction and ensure that the danger tape does not become dislodged.

4.6.5.8 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer. The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

4.6.5.9 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorization.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, they shall be stored, handled and applied with due regard to their potential harmful effects.

4.6.5.10 Protection of archaeological and paleontological remains

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Engineer immediately of such a discovery and carry out the Engineers instructions for dealing therewith. All construction within the vicinity of the discovery shall cease immediately and the area shall be cordoned off until such time as the Engineer authorises resumption of construction in writing.

The Engineer will contact the relevant heritage authority.

4.6.5.11 Access routes/ haul roads

Access to the Construction camp and working areas shall utilize existing roads or tracks. Entry/exit points onto public roads shall take cognisance of traffic safety. Traffic safety measures shall include appropriate signage and signalmen where relevant

On the Site, and, if so, required by the Specification Data, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition, such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500 m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/h.

Mud and sand deposited onto public roads by construction activities shall be cleared on a daily basis.

4.6.5.12 Cement and concrete batching

Where applicable, the location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) shall be as approved by the Engineer. The concrete/cement batching plant shall be kept neat and clean at all times.

No batching activities shall occur directly on unprotected ground. The batching plant shall be located on a smooth impermeable surface (concrete or 250 pm plastic covered with 5 cm of sand). The area shall be bunded



and sloped towards a sump to contain spillages of substances. All wastewater resulting from batching of concrete shall be disposed of via the contaminated water management system and shall not be discharged into the environment. Contaminated water storage areas shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented

Empty cement bags shall be stored in weatherproof containers to prevent wind-blown cement dust and water contamination. Empty cement bags shall be disposed of on a regular basis via the solid waste management system, and shall not be used for any other purpose. Unused cement bags shall be stored so as not to be affected by rain or runoff events. In this regard, closed steel containers shall be used for the storage of cement powder and any additives. The Contractor shall ensure that sand, aggregate, cement or additives used during the mixing process are contained and covered to prevent contamination of the surrounding environment.

The Contractor shall take all reasonable measures to prevent the spillage of cement concrete during batching and construction operations. During pouring, the soil surface shall be protected using plastic and all visible remains of concrete shall be physically removed on completion of the cement/ concrete pour and appropriately disposed of. All spoiled and excess aggregate/ cement/ concrete shall be removed and disposed of via the solid waste management system.

Where "ready-mix" concrete is used, the Contractor shall ensure that the delivery vehicles do not wash their chutes directly onto the ground. Any spillage resulting from the "ready-mix" delivery shall be immediately cleared and disposed of via the solid waste management system.

4.6.5.13 Earthworks

Where material for construction will be required, the Contractor will ensure that an Environmental Authorisation has been obtained prior to entry into any quarry or borrow pit. The Contractor will ensure that Environmental Best Practices are implemented throughout the operation of any quarry or borrow pit relevant to this project. Where required, the quarries and borrow pits used during this project shall be rehabilitated by the Contractor to the satisfaction of the Engineer.

4.6.5.14 Pumping

Not Applicable

4.6.5.15 Bitumen

Not Applicable

4.6.5.16 Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

4.6.5.17 Emergency procedures

The Contractor's procedures for the following emergencies shall include:

- i) Fire
The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.
- ii) Accidental leaks and spillages
The Contractor shall ensure that his employees are aware of the emergency procedure(s) to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.



In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 t of hydrocarbon liquid spill.

4.6.5.18 Community relations

The Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

4.6.5.19 Erosion and sedimentation control

The Contractor must ensure that the site camp and site are sloped accordingly and implement correct drainage measures for efficient runoff and drainage of rain water.

Where construction activities are finished the area must be rehabilitated and revegetated to prevent erosion. Construction areas tend to get compacted because of the concentration of workers and vehicles, such areas should be ripped to decrease compaction and prevent erosion.

4.6.5.20 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

4.6.5.21 Recreation

If so required by the Specification Data, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

4.6.5.22 Access to site

Only the necessary vegetation must be removed for the purpose of the access road. The contractor must ensure that the access road is maintained and upgraded regularly to prevent erosion and surface damage. Storm water measures should also be kept in mind on the access road.

All construction vehicles must keep to the dedicated roads and tracks, no vehicles may be allowed in the fields and grazing areas, turnaround points must be made on strategic areas to prevent this.

4.6.5.23 Crane operations

Not applicable

4.6.5.24 Trenching

Excavation must be kept to normal working hours and dust prevention measures must also be kept in mind. Where trenches is made the excavations must be kept in a narrow line and limited to the layout footprint only.

When Excavations take place there will always be a possibility of heritage features occurring, in this event construction activities in the area must be stopped immediately and the appropriate person or organisation must be contacted. This area must also be barricaded.

4.6.5.25 Demolition

Not Applicable

4.6.5.26 Drilling and jack hammering

Not Applicable



4.6.5.27 Stockpiling

Stockpiling must not be positioned in such manner that it will obstruct pathways, cause erosion, or cause damming of storm water.

Stockpiling of topsoil, excavated soil, or any material may not exceed a height of 2m, if a stockpile of soil is left unattended for longer than 6 months it must be analysed and upgraded if necessary before it is reused.

4.6.5.28 Site closure and rehabilitation

Before the construction site can be closed, the area must be rehabilitated, revegetated, and left in the same or a better state than before the construction started. Photo's should be taken before and after construction.

4.6.5.29 Temporary re-vegetation of the areas disturbed by construction.

Not Applicable

4.6.5.30 Temporary site closure

In the event of holidays, long weekends, and even just at the end of each day the site must be left in such a manner that it will not pose a threat to the immediate or surrounding environment. Ensure drip trays are in place, excavations are closed or barricaded and all waste and waste bins are removed and emptied, etc.

4.6.6 COMPLIANCE WITH REQUIREMENTS AND PENALTIES

4.6.6.1 Compliance

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer to certify the imposition of a penalty as detailed below.

4.6.6.2 Removal from site and suspension of Works

The Engineer may instruct the Contractor to remove from Site any person(s) who in their opinion is guilty of misconduct, or is incompetent, negligent or constitutes an undesirable presence on Site. This contract requires that all Plant be in good working Order, and accordingly the Engineer may order that any Plant not complying with the Specifications be removed from Site. Where the Engineer deems the Contractor to be in breach of any of the requirements of this Specification, he may order the Contractor to suspend the progress of the Works or any part thereof.

4.6.7 MEASUREMENT AND PAYMENT

4.6.7.1 Basic principles

4.6.7.1.1 General

Except as specified below, or in the Specification Data or as billed, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Bill of Quantities completed by the Contractor when submitting his tender.

4.6.7.1.2 All requirements of the environmental management specification

All work not measured elsewhere, associated with complying with any requirement of this Environmental Management specification will be measured and paid as a sum.

The tendered sum shall cover the cost of with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the Works as specified,



described in the Bill of Quantities or shown on the Drawing(s).

4.6.7.1.3 Work "required by the Specification Data"

Where a clause in this Specification includes a requirement as "required by the Specification Data", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Specification Data.



SECTION G

BILL OF QUANTITIES



PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under "Reference clause" in the Bill of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix " LI " in the Bill of Quantities to distinguish them from the conventional construction works. Such work shall be constructed using local labour who are temporarily employed in terms of the project specification
- C2.1.1.5 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste. The Bill of Quantities has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Representative from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- C2.1.1.9 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.
- C2.1.1.10 Arithmetical errors of responsive Tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the



C2.1.1.11 corresponding amount stated in words, the amount stated in words shall take preference.

- If a bill of quantities (or schedule of quantities or schedule of rates) applies 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 unit rate shall be corrected. Where there is an obvious 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. 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 in the Bill of Quantities) to achieve the tendered total of the prices.
- 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 items prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

The units of measurement described in the Bill of Quantities are metric units.

Abbreviations used in the Bill of Quantities are as follows:

C2.1.1.12	mm	=	millimeter	h	=	hour
	m	=	metre	kg	=	kilogram
	km	=	kilometer	t	=	ton (1 000 kg)
	m ²	=	square metre	No.	=	number
	m ² pass	=	square metre-pass	sum	=	lump sum
	ha	=	hectare	MN	=	MegaNewton
	m ³	=	cubic metre	MN.m	=	MegaNewton-metre
	m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
	l	=	litre	Prov sum	=	Provisional sum
	kl	=	kiloliter	%	=	per cent
	MPa	=	MegaPascal	Kw	=	kilowatt

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

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

C2.1.1.14 Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Bill of Quantities, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.



SECTION H

DRAWINGS



SECTION I

GENERAL CONDITIONS OF CONTRACT



GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions	1. The following terms shall be interpreted as indicated: 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 "Day" means calendar day. 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 "GCC" means the General Conditions of Contract. 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have
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	been or are still to be imported (whether by the supplier or his sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 1.20 "Project site," where applicable, means the place indicated in bidding documents. 1.21 "Purchaser" means the organization purchasing the goods. 1.22 "Republic" means the Republic of South Africa. 1.23 "SCC" means the Special Conditions of Contract. 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.



	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection



	with these inspections, tests or analyses shall be defrayed by the supplier. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2 Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,



	provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.



	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its sub bidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other



		remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.	
24. Anti-dumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.	
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not



		prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.	
28. Limitation of liability	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.	
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.	



		This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, and agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
	34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.