



TENDER DOCUMENT

TENDER NUMBER		T1 OF 2021/2022	
TENDER DESCRIPTION		CONSTRUCTION, RENOVATIONS AND REFURBISHMENTS AT DONNYBROOK BIOMASS FACTORY	
CLOSING TIME	12H00 a.m.	CLOSING DATE	08 February 2022
Tender Box: SUPPLY CHAIN MANAGEMENT UNIT HARRY GWALA DEVELOPMENT AGENCY BUILDING ERF 2226, PORTION 27 ELLERTON FARM IXOPO 3276		NB: 1. All bids must be submitted on the official forms (not to be re-typed). 2. Bids must be completed in black ink in writing. 3. No bids will be considered from persons in the service of the state.	
Name of Bidder:			
CIDB Contractor Grading			
Total Bid Price (Refer to pricing schedule on page)			
B-BBEE Status Level of Contributor			
Preference Points Claimed:			
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
Prepared and Issued by: Directorate: Finance Supply Chain Management Unit Erf 2226, Portion 27, Ellerton Farm, Ixopo, 3276		For enquiries, contact: Head of Supply Chain Management Tel: 039 834 1510	

INSTRUCTIONS FOR USE OF TENDER DOCUMENT

This tender document has been prepared by Harry Gwala Development Agency as a standard for use by Professional Service Providers implementing projects for the municipality. The document is to be used as follows:

1. The letters highlighted in red on the cover page are to be amended to suit the project for which the tender is being prepared.
2. The writings highlighted in yellow are to be amended to be project specific for the work being tendered.
3. The tender document is based on Method 2 (price and preference points) for evaluation of tenders received.
4. Should Harry Gwala Development Agency decide to use quality as a criterion for selecting suitable tenderers, Method 4 may be utilised. Appendix A of the tender document provides the quality criteria to be used in preparing the tender document.
5. Any additions to the document should be agreed with and approved by the Executive Director Infrastructure Services Department of Harry Gwala Development Agency.

TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

	ITEMS	CHECKED Tenderer
1)	Correct Tender Offer Amount carried forward to Cover Page and Form of Offer on Section C.1	<input type="checkbox"/>
2)	All pages requiring signatures signed by the Tenderer	<input type="checkbox"/>
3)	Bill of Quantities	
	i) Completed in <u>BLACK INK</u> only	<input type="checkbox"/>
	ii) Corrections crossed out and initialled	<input type="checkbox"/>
4)	Submission of All Returnable Documents and Schedules	
A	Authority for Signatory	<input type="checkbox"/>
B	JV Agreement Attached	<input type="checkbox"/>
C	Schedule of work carried out by Tenderer	<input type="checkbox"/>
D	Amendments, Qualifications and Alternatives	<input type="checkbox"/>
E	Tax Clearance Certificate	<input type="checkbox"/>
F	Compulsory Enterprise Questionnaire	<input type="checkbox"/>
G	Goal Declaration	<input type="checkbox"/>
H	Key Personnel Detailed CVs	<input type="checkbox"/>
I	Contractor's Health and Safety Declaration	<input type="checkbox"/>
5)	J Data to be provided by Tenderer	<input type="checkbox"/>

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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

T1.1:TENDER NOTICE AND INVITATION TO TENDER

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Bidders are hereby invited from suitably experienced Contractors for the Construction, Renovations and Refurbishments at Donnybrook Biomass Factory.

Bidders must be registered with CIDB in a GB class and have a CIDB contractor grading of 3GB or higher. Joint ventures are also eligible to submit bids provided every member of the Joint Venture is registered with the CIDB and a combined grade of the Joint Venture calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the applicable contractor grading.

Invalid or non-submission of the following documents will lead to the disqualification:

DOCUMENTS TO BE SUBMITTED WITH THE BID:

- Valid tax clearance certificate (Log in details and Pin)
- ❖ A certified copy of the most recent municipal account in which the business is registered. District municipality (water) and Local municipality (rates, electricity and other services) or letter from traditional authority stating that you are staying in rural areas you don't pay for rates or letter from landlord stating that rates are not on your account but you are a tenant and you also running your company in that area.
- Company Registration with the Registrar of Companies and CC's (CK) (Cipro/CIPC).
- All MBD forms must be signed.
- Certified copy of B-BBEE certificate or Sworn Affidavit (if B-BBEE Certificate or sworn affidavit is not attached or certified, preferential points won't be allocated but won't disqualify your proposal)
- Certified copies of IDs for all Shareholders as they appear on a CK.
- ❖ HGDA Supplier Database Registration if not registered
- ❖ Central Supplier Database Registration Summary Report (unique number and supplier number)
- JV Agreement (if applicable);
- All Bids submitted are to remain valid for 90 days after the tender closing date.

NB; All documents that can be verified through CSD does not disqualify a service provider if not submitted

The following will apply in all the above bids:

Price(s) quoted must be firm and must be inclusive of VAT;

A firm delivery period must be indicated;

An approved formal surety will be required;

80/20 Preference point system will be used in Evaluation.

Bid documents may be obtained at from Harry Gwala Development Agency website(www.hgda.co.za) and on E-Tender Portal before a compulsory inspection meeting as all documents will be stamped on site. Documents will be available as from 10 January 2022 from the above mention sites. Documents will not be available after site inspection unless advised by Harry Gwala Development Agency.

All bid enquiries and other matters shall be directed to: Manager: LED and Tourism, Harry Gwala Development Agency, Erf 2226, Portion 27, Ellerton Farm, Ixopo, 3276, Tel.: 039 834 1510

A compulsory inspection meeting will be held on 17January 2022, Donnybrook Biomass Factory (Coordinate Reference: -29.9928824709, 29.9131385085) @ 10H00 and no person/s will be allowed

to join the inspection meeting or to submit a bid if such a person/s is more than fifteen (15) minutes late.

The closing date for the bidders is on 08 February 2022 at 12h00. Late or unmarked bids will not be considered. Telephonic, facsimile, e-mail and late bids will not be accepted. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the contract number and project name on the outside of the envelopes addressed to the Chief Executive Officer.

Bids must be deposited in the Bid Box at the reception area of Harry Gwala Development Agency, Erf 2226, Portion 27, Ellerton Farm, Ixopo, 3276 before the closing date. Telegraphic, telexed or faxed bids will not be considered and late bids will not be accepted.

Bid documents from bidders who did not attend the compulsory site inspection will not be accepted.

Harry Gwala Development Agency does not bind itself to accept the lowest or any bid. Harry Gwala Development Agency reserves the right to accept the whole or part of the proposal. Further requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Document.

MRS N.R. SHABALALA

ACTING CHIEF EXECUTIVE OFFICER

Harry Gwala Development Agency

Erf 2226, Portion 27

Ellerton Farm

Ixopo

3276



T1.2: Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the September the legislated Standard Conditions of Tender as published in Board Notice 62 of 2004 in Government Gazette 2647 of 9 June 2004 and amended by Board Notice 86 of 2010 in Government Gazette No. 33239 of May 2010 are for ease of reference included herein in their entirety. In case of any discrepancies, the gazetted version takes precedence.

The standard conditions of tender are included separately after the Tender Data

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

Clause Number	Description
F.1.1	The Employer is Harry Gwala Development Agency
F.1.2	<p>The tender documents issued by the employer comprise the following:</p> <p>Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract</p> <p>Part C2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities</p> <p>Part C3: Scope of work Part C4: Site information Part C5: Drawings</p>

Clause No.	Description
F.1.4	<p>The Employer's Agent's (also referred to as the Engineer) details are as follows:</p> <p>Name: Mrs R. Shabalala Acting Chief Executive Officer</p> <p>Address: Harry Gwala Development Agency Erf 2226, Portion 27 Ellerton Farm Ixopo 3276</p> <p>Tel N°: 039 834 1510</p> <p>Email: ceo@hgda.co.za</p>
F.2.1	<p>The following tenders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders.</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or Higher class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above (i.e., 3GB or Higher) and who satisfy the following criteria:</p> <ul style="list-style-type: none"> • They can demonstrate they have the financial resources to undertake the work being tendered for • They have priced documents fairly and can demonstrate the basis of pricing of items where in the Engineer's opinion the pricing is unbalanced • They can demonstrate that they have experienced personnel to manage the work being tendered for. <p>c) Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the GB class of work 3. The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 3GB or Higher class of construction or a value determined in accordance Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Location Donnybrook Biomass Factory (Coordinate Reference: -29.9928824709, 29.9131385085)</p> <p>Date 04 January 2022</p> <p>Starting Time 10h00</p> <p>Tenderers must sign the Attendance Register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the Attendance Register.</p>

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F2.12	<p>If a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept the full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5 F2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p>Location of Tender Box: Harry Gwala Development Agency Physical Address: Erf 2226, Portion 27, Ellerton Farm, Ixopo Tender Documents Endorsed: Tender No T 01 of 2021/2022: Construction, Renovations And Refurbishments at Donnybrook Biomass Factory</p>
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is 12h00 on 27 January 2021.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.
F.2.16	The tender offer validity period is thirteen (13) weeks (90 days) from the tender closing date
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) either a copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). 2) Copies of company registration documents. 3) an original valid Tax Clearance issued by the South African Revenue Services. 4) Copies of ID documents of Shareholders/Members/Directors of the business enterprises. 5) Copy of Letter of Good Standing from the Department of Labour; 6) JV Agreement (if applicable); 7) Occupational Health and Safety Plan (OHS) 8) Proof of Preference Points Claimed (BBEEE Certificate). 9) Signed MBD4 forms
F.3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.</p> <p>Location: Harry Gwala Development Agency, Erf 2226, Portion 27, Ellerton Farm, Ixopo, 3276</p>

F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 2 with the 80/20 Preference Point System.</p> <p>Method 2: Financial Offer and Preferences</p> <p>1.1 The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> - the 80/20 system for requirements with a Rand value of up to R50 MILLION; and - the 90/10 system for requirements with a Rand value above R50 MILLION. <p>1.2 The value of this bid is estimated to exceed/not exceed R50 MILLION and therefore the 80/20 system shall be applicable.</p> <p>1.3 Preference points for this bid shall be awarded for:</p> <ul style="list-style-type: none"> (a) Price; and (b) Specific contract participation goals, as specified in the attached forms. <p>1.3.1 The points for this bid are allocated as follows:</p> <table border="1" data-bbox="347 902 1311 1337"> <thead> <tr> <th>B-BB-BBEE Status Level of Contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p><u>(c) Determination of Scores</u></p> <p>The points scored by a tenderer in respect of a Price must be added to the points scored for the other preferences. Only the tender with the highest number of points may be selected, except in those instances identified in the CDC SCM Policy Framework.</p>	B-BB-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
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1	20																				
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4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (can be verified through CSD) b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation, by tender closing date; c) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tender has not <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to 																				

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	<p>this effect; and</p> <p>f) has completed the Compulsory Enterprise Questionnaires and the MBD4 Form and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.</p> <p>g) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting and/or site inspection, as specified;</p> <p>h) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;</p> <p>i) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.</p>
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one original plus one original duplicate.
	<p>The additional conditions of tender are as follows:</p> <p>1. The BBBEE Certificate from an accredited organisation will be used to award preference points.</p>

APPENDIX: STANDARD CONDITIONS OF TENDER

(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (May 2010))

F.1 General

F.1.1 Actions

F1.1.1. The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2. The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

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

- (b) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement Procedures

F.1.6.1 General

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

F.1.6.2 Competitive Negotiation Procedure

- F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of tenderers shall not apply.
- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning and additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal Procedure using two stage system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

- F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2.** The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

- F.2.1.1** Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

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

F.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 satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

- F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. 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.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in joint venture, to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address

and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. 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.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

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

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

F.2.17 Clarification of tender offer after submission

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

F.2.18 Provide other material

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

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the opening 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.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- (a) meets the requirements of these Conditions of Tender,
- (b) has been properly and fully completed and signed, and
- (c) is responsive to the other requirements of the tender documents.

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

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

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tenders in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
 - Line-item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
 - The summation of the prices.

F.3.9.2 Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.3 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total as quoted shall govern, and the unit rate will be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F3.11.1 General

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 and associated evaluation criteria and weightings that are specified in the Tender Data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

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

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

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

F.3.11.6 Decimal Places

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

F.3.11.7 Scoring Financial Offers

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

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

where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

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

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

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	<input type="checkbox"/>	P/P_m
2	Lowest price or percentage commission/fee	<input type="checkbox"/>	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.8 Scoring Preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality (functionality)

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

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

$$N_o = W_2 \times S_o / M_s$$

Where S_o is the score for quality allocated to the submission under consideration

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

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

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

F.3.13.2 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. Providing 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.

F.3.14 Notice to unsuccessful tenderers

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

F.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.

F.3.16 Issue final contract

Prepare and issue the final draft of 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.

F.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.

F.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.

F.3.19 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

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PART T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

1. List of Returnable Documents and Schedules Required for Tender Evaluation Purposes

- Certificate of Tenderers' Attendance at the Clarification Meeting
- Authority for Signatory
- Schedule of Work Carried out by the Tenderer
- Certificate of Registration with CIDB
- Preliminary Programme
- Amendments, Qualifications and Alternatives
- Tax Clearance Certificate
- BBBEE Certificate/ sworn affidavit
- Tenderer's Financial Standing
- Form of Intent to Provide a Performance Guarantee
- Compulsory Enterprise Questionnaire
- UIF Registration Certificate
- Proof of Purchase of Tender Documents
- MBD4 Form
- Joint Venture Disclosure Form
- Company Registration Certificate
- Identity Documents
- VAT Registration Certificate
- Copy of Cashed Cheque for Company

2. Other Returnable Schedules and Documents that Will be Incorporated into the Contract

- Schedule of Construction Plant & Equipment
- Schedule of Proposed Sub-Contractors
- Record of Addenda to Tender Documents
- Rates for Special Materials
- Contractor's Health and Safety Declaration
- Form of Offer and Acceptance (Part C1)
- Contract Data (Part C1)
- Form of Guarantee (Part C1)
- Adjudicator's Agreement (Part C1)
- Agreement in Terms of the OHSA No 85 of 1993 (Part C1)
- Bill of Quantities (Part C2)
- Scope of Work (Part C3)
- Site information (Part C4)
- Drawings (Part C5)

FORM A: Certificate of Attendance at Clarification Meeting

(Please print)

It is hereby CERTIFIED that I, (name)

in my capacity asand a duly authorized

representative of..... (the TENDERER)

of (address).....

in the company of..... (the ENGINEER)

attended the official Site Inspection on (date)

for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer.

SIGNATURE
(On behalf of TENDERER)

DATE

AS WITNESS: -
(On behalf of ENGINEER)

NAME

SIGNATURE

DATE

FORM B: Authority for Signatory

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson

of the board of,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20....., Mr/Ms

acting in the capacity of, was authorised to sign all documents in connection with this tender for Contract N° 01 and any contract resulting from it on behalf of the company.

As witnesses:

1.

Chairman:

2.

Date:

Signature of Authorised Person:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

....., hereby authorise

Mr/Ms, acting in the capacity of

....., to sign all documents in connection with this tender for

Contract N°01 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Signature of Authorised Person:

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby

authorise Mr/Ms, authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract N° 01 and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

Signature of Authorised Person:

D. Certificate for Sole Proprietor

I,, hereby confirm that I am

the sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:

Signature of Authorised Person:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

....., hereby authorise Mr/Ms

acting in the capacity of, to sign all documents in connection with this tender for Contract N° 01 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Signature of Authorised Person:

FORM C: Certificate of Registration with CIDB

The Tenderer is to attach a copy(ies) of Tenderer's Registration with CIDB or alternatively furnish the CIDB registration number and details in the table below. This information will be verified with the CIDB through the CIDB website. It is the Tenderer's responsibility to ensure that their details are displayed on the website. If a joint venture is tendering, details of all the JV members are to be furnished.

Name of Tenderer/Contractor	CIDB Registration Number	Category and Class of Registration eg 1CE

My/Our failure to submit the certificate(s) or furnish the required details with my/our tender document will lead to the conclusion that I/we are not registered with CIDB and therefore are not eligible to tender.

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

DATE:

FORM D: Schedule of Work Carried out by the Tenderer

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

EMPLOYER (Name, Tel No and Fax No)	CONSULTING ENGINEER (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

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

DATE:

FORM E: Preliminary Programme

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	WEEKS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

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

DATE:

FORM F: Amendments, Qualifications and Alternatives

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable,
and will be ignored;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes

- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note

The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded.]

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

FORM G: Tenderer's Tax Clearance Certificate

The Tenderer is to attach his original Tax Clearance Certificate on this page. In the case of a Joint Venture, original copies of Tax Clearance Certificates for all members of the Joint Venture must be attach.

Tenderers must note that failure to comply with this requirement will render their tender invalid.

FORM H: Tenderer's Financial Standing

The Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To this end, the Tenderer must provide with his tender, a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the tenderer be unable to provide a bank rating with his tender, he shall be state the reasons thereof and in addition provide the following details of his banker and bank account details that he intends to use for the contract:

Name of of Account Holder:

Name of Bank: Branch:

Account Number: Account Type:

Telephone Number: Fax N°:

Name of Contact Person (at bank):

Failure to provide either the required bank details or a certified bank rating with his tender will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus received as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

FORM I: Form of Intent to Provide a Performance Guarantee

[The Tenderer must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

Tenderers are to refer to Form C1.3: Form of Guarantee

FORM J: 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 of 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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> 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	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)

**HARRY GWALA DEVELOPMENT AGENCY: CONSTRUCTION, RENOVATIONS AND REFURBISHMENTS
AT DONNYBROOK BIOMASS FACTORY**

stakeholder		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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> 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:

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

the best of my belief both true and correct;

Signed Date

Name Position

Name of Enterprise

FORM K: UIF Registration Certificate

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here]

FORM L: Proof of Purchase of Tender Documents

The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof

FORM M: Preferential Procurement

The Bid Specification Committee (BSC) will be responsible for identifying specific goals and point allocations that may be awarded in terms of the Preferential Procurement Policy Framework Act. The Broad-Based Black Economic Empowerment Act and scorecards has been incorporated into the Preferential Procurement Strategies. The BSC will obtain approval from the Accounting Officer prior to the publication of invitations for bids.

M.1 Regulations

Harry Gwala Development Agency identified the following categories for empowerment as contemplated in Regulation 17 of the Preferential Procurement Regulations 2001: -

- a) Promotion of Historically Disadvantaged Individuals (**HDI's**);
- b) Promotion of Women Equity (**WEO**)
- c) Promotion of Disabled Equity Ownership (**DEO**);
- d) Promotion of Youth Ownership (**YEO**)
- e) Promotion of **Local Businesses** and **Local Contractors** within the jurisdiction of Harry Gwala District Municipality.

In this regard, points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2011 and as detailed hereunder. Points scored will be rounded off to the nearest two decimals.

The points scored by a tenderer in respect of BBBEE status level of contribution, will be added to the points scored for tender price to determine the tenderer's overall score.

The tenderer with the highest number of combined total points scored will be selected, subject to the tender being considered responsive in terms of all the Conditions of Tender.

M.2 General Conditions and Principles

Only a tenderer who has completed and signed the declaration part of the tender will be considered for procurement preference points.

Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership. Preference points may not be claimed and cannot be awarded to public companies and tertiary institutions.

Equity claims for a Trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust. Documentation to substantiate the validity of the credentials of the trustees must be submitted with such preference claims.

A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI. The number of points scored for achieving specified goals, will be added to the points scored for price, in order to establish the total number of points scored.

The Accounting Officer may, before the tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.

M.3 The 80/20 Preference Point System

The procedure for the evaluation of responsive tenders is **Method 2** with the 80/20 Preference Point System.

(b) Financial Offer

The financial offer will be scored using the following formula:

POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

B-BB-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

(d) Example of Adjudication Schedule

A typical example of the tender evaluation process and schedule is shown in the table below.

STAGE 1	STAGE 2	STAGE 3	STAGE 4	STAGE 5	STAGE 6	STAGE 7	STAGE 8	STAGE 9	STAGE 10	STAGE 11
Name of Tenderer	Price Tender ed	Is Tender er Respo n- sive	Has Score Adequ ate Points for Quality	Has Tender er got Capacit y	Propose d Executi on Method	Propos ed Contra ct Period	Is Price Realisti c	Points for Price	Points for BBBEE Status Level of Contribu tion	Total Points
A	50 000	Yes	Yes	Yes	Accepta ble	6 Months	NO	0	0	0
B	200 000	Yes	Yes	Yes	Accepta ble	5 Months	YES	90	2	92
C	210 000	Yes	Yes	Yes	Accepta ble	6 Months	YES	85.5	3	93.5
D	235 000	Yes	Yes	Yes	Accepta ble	7 Months	YES	73.8	5	83.8
E	235 000	Yes	Yes	Yes	Accepta ble	5 Months	YES	73.8	5	83.8
F	600 000	Yes	Yes	Yes	Not Accepta ble	6 Months	NO	0	0	0
G	240 000	No	N/A	N/A	N/A	N/A	N/A	0	0	0

Calculation of Price Points - Tendered	Calculation of Development Points - Tendered
$N_p = 90 \left\{ 1 - \left(\frac{P - P_{min}}{P_{min}} \right) \right\}$ $N_p = 90 \left\{ 1 - \left(\frac{210\,000 - 200\,000}{200\,000} \right) \right\}$ $= 0.05$ $N_p = 90 \{ 1 - 0.05 \}$ $= 0.95$ $N_p = 90 \times 0.95$ <p>Np = 85.50</p>	<p>BBBEE status level of contribution</p> <p>= 8 points</p>
TOTAL ADJUDICATION POINTS = 85.50 + 8 = 93.50 POINTS	

M.4 Bidder Submission Requirements

All bidders must provide the following information and certificates with their bids and may not consider any quotation or bid submitted by a service provider who fails to submit the following information:

- All potential or actual conflicts of interests
- The name of the entity or person
- Whether the owner is or has been in the service of the state in the previous 12 months
- If the provider is not a natural person, whether any of its directors, managers, principle shareholders or stakeholders is in the service of the state or has been in the previous 12 months
- Whether a spouse, child or parent of the provider or of a director, manager shareholder or stakeholder is in the service of the state or has been in the previous 12 months
- Tax reference numbers, including Tax, PAYE, UIF and SDL and VAT, if applicable
- Identification or company registration numbers
- A valid Tax clearance certificates issued by SARS
- BBEEE Certificate for tendering entity. For joint ventures, the BBEEE certificates for the individual JV members should be submitted.
- Registration with relevant bodies or controlling authorities if such registrations are mandatory
- Employment Equity Registration Numbers from the Department of Labour, if applicable
- Proof of registration and a letter of good standing from the Compensation Commissioner in compliance with COIDA Act.
- Proof that rates, taxes and service charges accounts are in order

M.5 Adjudication Criteria

Adjudications will be conducted in accordance with the prescribed formulae as indicated in the Preferential Procurement Policy Framework Act and the Broad-Based Black Economic Empowerment Act and scorecards. Adjudication criteria will be clearly stated in the bid documents.

The award must be made to the bidder scoring the highest number of points unless objective criteria indicate that the award should be made to another bidder. The reasons for deviating from the prescribed norms and standards must be documented by the bid adjudication committee and reported immediately to the Accounting Officer. The Accounting Officer may at any stage, refer any recommendations made by either the bid evaluation or bid adjudication committees back to those committees for reconsideration.

M.6 Rejection / Disqualification Criteria

The Municipality may disqualify any offer or bid submitted for the following reasons:

- (i) The bidder failed to comply with all submission requirements as stated in the tender document.
- (ii) The entity or one of its directors is listed on National Treasury's data base as a person prohibited from doing business with the public sector
- (iii) There are levies for water & sanitation service charges from any Municipality by the entity or any of its directors that are in arrears for longer than 3 months unless credit arrangements have been made in terms of council policies.
- (iv) The entity has failed to perform satisfactorily on previous contracts with any Municipality or other organ of state, after that entity was given written notice that performance was unsatisfactory

- (v) Any of the directors committed a corrupt or fraudulent act in competing for a particular contract or in the execution of a contract
- (vi) An Official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of a contract that benefited that person
- (vii) The entity or any of its directors abused the supply chain management system or committed any improper conduct in relation to such system
- (viii) Any director has been convicted for fraud or corruption during the past 5 years
- (ix) Has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the last 5 years
- (x) Misrepresentation of facts or information in the tender document submitted.
- (xi) Submission of two tender documents (from the same company) unless the other tender document is an alternative offer.
- (xii) Any persons whose tax matters have not been declared as being in order by the South African Revenue Services for awards in excess of R15, 000 Inc VAT.

M.7 Preferences

Preference shall be given to Historically Disadvantaged Individuals: Women and Disabled people but only in compliance with the provisions of the Preferential Procurement Policy Framework Act and Regulations.

M.8 Payments

The payments for Small and Micro projects shall be made within 30 days after submission of an acceptable invoice which has been approved by the Municipality's Representative or as specified in the Municipality's Special Conditions of Contract.

M.9 Assignment

The Service Provider may not cede or assign this contract or any moneys due or that may become due to it, without the prior written consent of the Municipality.

M.10 Joint Ventures

The Municipality will only accept Joint Venture agreements that are formed as a new legal entity and where an acceptable and legal agreement is submitted to the municipality. Any payments due to the Joint Venture will be made to the JV bank account.

M.11 Penalties (Construction Contracts and where Necessary)

Penalties on late completion of work shall be as specified in the tender documents.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

.....

* MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....
.....

YES / NO

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....
.....

YES / NO

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

3.10.1 If so, furnish particulars.

.....
.....

YES/NO

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

3.11.1 If so, furnish particulars.

.....
.....

YES/NO

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
.....
Signature

Date

.....
.....
Position Name of Bidder

FORM O: BBBEE Certificate, Company Registration Documents and Other Documents

Tenderers are to attach certified copies of the following documentation to this page:

- BBBEE Certificate /sworn Affidavit
- Company Registration Documents
- Identity Documents of Company Shareholders/members.

Tenderers are to note that failure to submit the above documentation may result in the non-award of other preference points during tender evaluation

FORM P: Joint Venture Disclosure Form

EMPLOYER : Harry Gwala Development Agency

CONTRACT DESCRIPTION : Construction, Renovations and refurbishment at Donnybrook Biomass Factory

CONTRACT NUMBER : TI 2021 2022

PROJECT REFERENCE NUMBER :

- Note: 1) This form needs not be completed for Joint Ventures which have targeted enterprise partners.
- 2) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.
- 3) A copy of the joint venture agreement must be attached to this form. In order to demonstrate the targeted enterprise partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
- i) The contributions of capital and equipment
 - ii) Work items to be performed by the targeted enterprise partner's own forces.
 - iii) Work items to be performed under the supervision of the targeted enterprise partner.
 - iv) The commitment of management, supervisory and operative personnel employed by the targeted enterprise partner to be dedicated to the performance of the Contract.
- 4) Copies of all written agreements between partners concerning the contract must be attached to this form including those which relate to ownership options and to restrictions/limits regarding ownership and control.
- 5) Targeted enterprise partners must each complete an Enterprise Declaration Affidavits.

JOINT VENTURE PARTICULARS

Name : _____

Postal address : _____

Physical address : _____

Telephone : _____ Fax : _____

IDENTITY OF EACH NON-TARGETED ENTERPRISE PARTNERS

Name : _____

Postal address : _____

Physical address : _____

Telephone : _____ Fax : _____

Contact Person : _____

(Continue as required for further non-targeted enterprise partners)

Name : _____

Postal address : _____

Physical address : _____

Telephone : _____ Fax : _____

Contact Person : _____

IDENTITY OF EACH TARGETED ENTERPRISE PARTNER

Name : _____
 Postal address : _____
 Physical address : _____
 Telephone : _____ Fax _____
 Contact Person : _____

Name : _____
 Postal address : _____
 Physical address : _____
 Telephone : _____ Fax _____
 Contact Person : _____

Name : _____
 Postal address : _____
 Physical address : _____
 Telephone : _____ Fax _____
 Contact Person : _____

DESCRIPTION OF THE ROLE OF THE TARGETED PARTNERS IN THE JOINT VENTURE

OWNERSHIP OF THE JOINT VENTURE

a)	Percentage Ownership in respect of	:	Targeted Enterprises	_____ %	Targeted Enterprises	_____ %
b)	Profit and Loss Sharing	:	Targeted Enterprises	_____ %	Targeted Enterprises	_____ %
c)	Initial Capital Contribution	:	Targeted Enterprises	R _____	Targeted Enterprises	R _____
d)	Ongoing Capital Contribution	:	Targeted Enterprises	R _____	Targeted Enterprises	R _____
e)	Major Plant and Equipment Contribution	:	Targeted Enterprises	_____	Targeted Enterprises	_____

RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT OR AS PARTNERS IN OTHER JOINT VENTURES**Targeted Enterprise Partners**

1. : _____

2. :
 3. :
 4. :
 5. :

Non-Targeted Enterprise Partners

1. :
 2. :
 3. :
 4. :
 5. :

CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

Function	Targeted Enterprise Partner		Non-Targeted Enterprise	
	Enterprise	Name of Person	Enterprise	Name of Person
Cheque Signing				
Authority to enter into contracts on behalf of the Joint Venture				
Signing, co-signing and/or collateralizing of loans				
Acquisition of lines of credit				
Acquisition of performance bonds				
Negotiating and signing labour agreements				

MANAGEMENT OF CONTRACT PERFORMANCE

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

Function	Targeted Enterprise Partner		Non-Targeted Enterprise	
	Enterprise	Name of Person	Enterprise	Name of Person
Supervision of field operations				
Major purchasing				
Estimating				
Technical management				

MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Managing Partner :

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

Partner	Targeted Enterprise Status		Authority Status	
	YES	NO	YES	NO

PERSONNEL

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

TRADE/FUNCTION/	Total Qty Required	Qty supplied by Targeted Enterprise	Qty supplied by non-Targeted Enterprise

b) Name of individual who will be responsible for hiring Joint Venture employees :

c) Name of individual who will be responsible for preparation of Joint Venture payrolls :

CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

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

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

Signature : _____

Name : _____

Duly authorised to sign on behalf of : _____

Address : _____

Telephone : _____

Fax :

Date :

FORM Q: Schedule of Construction Plant & Equipment

The following are lists of major Construction Plant and Equipment that I / We presently own or Lease and will have available for this contract if my / our tender is accepted.

- (a) **Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) **Details of major Plant & Equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

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

DATE:

FORM R: Schedule of Proposed Sub-Contractors

I/We hereby notify you that it is my/our intention to employ the following Sub-Contractors for work in this contract.

FORM S: Record of Addenda to Tender Documents

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

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

FORM T: Key Personnel

Tenderers shall provide details of the Site Agent(s) and General Foreman's experience in work of a similar nature to that for which their tender is submitted.

Failure to complete this schedule may result in the tender not being considered.

(a) Site Agent

SITE AGENT	NAME:			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

(b) Foreman

GENERAL FOREMAN	NAME:			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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

DATE:

Tenderers to attach CV of the following proposed site staff:

- 1. Site Agent**
- 2. Foreman**

FORM U: Rates for Special Materials

Each material dealt with as a special material in terms of Clause 4 of the Contract Price Adjustment Schedule of the Conditions of Contract is stated in the list below. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT*	Rate or Price for the Base Month

Indicate whether the material will be delivered in bulk or in containers.

Notes to Tenderer:

When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.

Signed: Date:

Name: Position:

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

FORM V: Contractor's Health and Safety Declaration

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHS Act 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

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

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993 , CONSTRUCTION REGULATIONS 2003**

[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:
Telephone number.....
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number.....
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1):
Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:.....
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

PART C1: AGREEMENTS AND CONTRACT DATA

INDEX

PART C1: AGREEMENTS AND CONTRACT DATA C67

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

A: Offer

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

Contract SDM : Construction, renovations and refurbishments at Donnybrook Biomass Factory

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

By the representative of the tenderer, deemed to be duly authorized, signing this apart 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 PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

.....

 Rand (in words);
 R..... (in figures),

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

Signature:

Name: *(in capitals)*

Capacity:

Name of Tenderer (organisation):

Address:

Tel: **Fax:**

Witness:

Signature: **Name:**

Date:

CIDB Registration N°:

B: Acceptance

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

The terms of the contract, are contained in

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organisation):

Address:

Witness:

Signature: **Name:**

Date:

C: Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

Subject _____
Details _____

Subject _____
Details _____

Subject _____
Details _____

Subject _____
Details _____

Subject _____
Details _____

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*

Witness :

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

Witness:

Signature:

Name:

Date:

D: Confirmation of Receipt

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

The(day)
of(month)
20..... (year)
at(place)

For the Contractor:

.....
Signature
.....
Name
.....
Capacity

Signature and Name of Witness:

.....
Signature
.....
Name

PART C1.2 CONTRACT DATA

C1.2.1 General Conditions of Contract

The General Conditions of Contract for Construction Works (2ND Edition 2010) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

C1.2.2 Contract Data Provided by Employer**CONTRACT T1 2021 222****CONSTRUCTION, RENOVATIONS AND REFURBISHMENTS AT DONNYBROOK BIOMASS FACTORY**

	GCC 2012 Clause	
Defects Liability Period	1.1.1.13	12 months
Name of Employer	1.1.1.15	1.1.1 Harry Gwala Development Agency
Address of Employer	1.2.1.2	Harry Gwala Development Agency Erf 2226, Portion 27, Ellerton Farm IXOPO 3276 Email address: Tel N°: +27 39 834 1510
Name of Engineer	1.1.1.16	
Address of the Engineer	1.2.1.2	Email: Tel: + Fax
Pricing Strategy	1.1.1.26	Re-measurement Contract
Documentation Required Before Commencement of Construction Works	5.3.1	Health and Safety File (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Time to Submit the Documentation Before Commencement with the Works	5.3.2	14 days after commencement date
Non-working Days	5.8.1	Sundays
Special Non working days	5.8.1	1. ...Statutory Public Holidays 2.....The annual year end break commencing on 16 December to 5 January inclusive and allstatutory holidays as declared by National orRegional Government.
Penalty for Failing to Complete the Works	5.13.1	R1, 000.00 per calendar day
The Latent Defect Period	5.16.3	10 years
Contract Price Adjustment Schedule	6.8.2	x = 0,15 a = 0,20 b = 0,20 c = 0,50

HARRY GWALA DEVELOPMENT AGENCY: DONNYBROOK BIOMASS FACTORY

	GCC 2012 Clause	
		d = 0,10 'L' shall be the "Weighted Average" index , P0141, Table A 'F' shall be the "Fuel (Diesel)" index given in P0142.1 Table 12 for KwaZulu Natal
Area for Producer Price Index		Port Shepstone
Base Month		Month before closing date of Tenders
Price Adjustments for Special Materials	6.8.3	Price adjustments for variations in the costs special materials are allowed
The Percentage Advance on Materials not yet Built into the Permanent Works	6.10.1.5	80% (subject to provision of Indemnity for Materials on Site)
Limit of Retention Money	6.10.3	10% of Contract Sum
Value of Plant and Material Supplied by Employer to be included in the insurance sum	8.6.1.1.2	Nil
Amount to cover professional fees for repairing damage and loss	8.6.1.1.3	14% of Required
Limit of Indemnity for Liability Insurance	8.6.1.3	R5,000,000.00 for each and every claim
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration

SIGNATURE OF TENDERER:

DATE:

C1.2.3**Data Provided by the Contractor**

	GCC 2010 Clause																			
Name of Contractor	1.1.1.9																		
Address of Contractor (Physical and Postal)	1.2.1.2																		
Tel:																			
Fax:																			
Email:																			
Time for Achieving Practical Completion:	1.1.1.14 Weeks																		
Security to be Provided by Contractor	6.2.1	Refer to Table Below																		
<table border="1"> <tr> <td>Type of Security</td> <td>Contractor's Choice (Indicate "YES" or "NO")</td> </tr> <tr> <td><i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i></td> <td></td> </tr> <tr> <td>Cash deposit of% of the Contract Sum</td> <td></td> </tr> <tr> <td>Performance Guarantee of% of the Contract Sum</td> <td></td> </tr> <tr> <td>Retention of% of the value of Works</td> <td></td> </tr> <tr> <td>Cash Deposit of% of the Contract Sum plus Retention of% of the value of Works</td> <td></td> </tr> <tr> <td>Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>			Type of Security	Contractor's Choice (Indicate "YES" or "NO")	<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>		Cash deposit of% of the Contract Sum		Performance Guarantee of% of the Contract Sum		Retention of% of the value of Works		Cash Deposit of% of the Contract Sum plus Retention of% of the value of Works		Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works					
Type of Security	Contractor's Choice (Indicate "YES" or "NO")																			
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Retention of% of the value of Works																				
Cash Deposit of% of the Contract Sum plus Retention of% of the value of Works																				
Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works																				
Price variation of special materials*	6.8.3																		
<table border="1"> <tr> <td>Type of Special Material</td> <td>Unit</td> <td>Rate or Price*</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>			Type of Special Material	Unit	Rate or Price*															
Type of Special Material	Unit	Rate or Price*																		

Rate or price for base month of*	6.8.2

Tenderers are to note that failure to provide a time for completion of the contract will invalidate the tender offer.

*** Delete inapplicable**

Signature:

Name of Signatory:

Date:

Name of Tenderer

C1.3: PERFORMANCE GUARANTEE

For use with the General Conditions of Contractor for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

.....

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/ or the provisional/ final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by Guarantor in terms of 4 or shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment of the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1994, as

amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: DISCLOSURE STATEMENT

(Date).....

Contract: (Name).....

Contractor: (Name).....

Employer: (Name).....

Engineer: (Name).....

Dear Sirs,

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I had no previous involvement with this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do not have or not have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect the same.

Should there be any deviation from the foregoing statements, details shall be given hereunder.

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

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

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

THIS AGREEMENT is made between **HARRY GWALA DEVELOPMENT AGENCY** (hereinafter called the

EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

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

.....
in his capacity as:

duly authorized to sign on behalf of the Contractor.

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

CONTRACT No: (CONTRACT TITLE)

.....
for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the

EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus, signed at for and on behalf of the
CONTRACTOR

on this the day of 20.....

SIGNATURE:.....

NAME:.....AND.....SURNAME:.....

CAPACITY:.....

WITNESSES: 1.
2.

Thus, signed at for and on behalf of the
EMPLOYER

on this the.....day of 20.....

SIGNATURE:.....

NAME:.....AND.....SURNAME:.....

CAPACITY:.....

WITNESSES: 1.
2.

PART C2: PRICING DATA

INDEX

PART C2: PRICING DATA ***PD84***

C2.1 Pricing Instructions **PD84**

C2.2 Schedule of Quantities **PD86**

PART C2: PRICING DATA

C2.1 Pricing Instructions

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

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities from the South African Institution of Civil Engineers. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 The tenderer has to complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and invalidate the tender. Items against which **N/A**, **left blank** or **–** (dash) is entered are to be considered as incomplete and will also invalidate the tender. Items against which **Nil** or **Zero (0)** is entered are to be considered to be fully priced and the tenderer will provide the items in questions as specified at **zero (0)** or **Nil** price

Rates are to be inserted in **BLACK ink**. Any amendments must be neatly crossed and initialled. The use of correction ink is **NOT** permitted.

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

A Tenderer is **NOT PERMITTED** to group a number of items together and tender one sum for such group of items. **IF THIS IS DONE IT WILL RENDER THE TENDER INVALID.**

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

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

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

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

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

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

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

C2.2 Schedule of Quantities

SUMMARY OF SCHEDULE OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT R-c
A	PRELIMINARY AND GENERAL	
B	BUILDER'S WORKS	
C	SITEWORKS	
D	DAYWORKS	
SUBTOTAL		
Add: 10% Contingencies and Escalation		
SUBTOTAL		
Add: 15% VAT		
TOTAL CARRIED TO FORM OF OFFER (Form C1.1.)		

Signed:

Date:

PART C3: SCOPE OF WORK

INDEX

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PART C3: SCOPE OF WORKS

C3.1 STANDARDISED SPECIFICATIONS

The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

AA	1986	:	GENERAL
AB	1986	:	ENGINEER'S OFFICE
C	1980	:	SITE CLEARANCE (As amended 1982)
DA	1988	:	EARTHWORKS (Small Works)
DB	1989	:	EARTHWORKS (Pipe trenches)
DK	1984	:	GABIONS AND PITCHING
DM	1981		EARTHWORKS (Roads and Subgrade)
GA	1982	:	CONCRETE (Small Works)
HA	1990	:	STRUCTURAL STEELWORKS
HC	1988	:	CORROSION PROTECTION FOR STRUCTURAL STEELWORKS
LD	1982		SEWERS
LE	1982	:	STORMWATER DRAINAGE
M	1996	:	ROADS (General)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 1921 (2004): Construction and Management Requirements for Works Contracts

- Part 1: General Engineering and Construction Works; and
- Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.2 PROJECT SPECIFICATIONS

The project specification is covered in the following sections:

ITEM	DESCRIPTION
	STATUS
	PROJECT SPECIFICATION PORTION 1: GENERAL
PS-1	Project Description
PS-2	Extent of the Works
PS-3	Description of the Site and Access
PS-4	Nature of Ground and Subsoil Conditions
PS-5	Construction and Management Requirements
PS-6	Construction Programme
PS-7	Site Facilities Available
PS-8	Site Facilities Required
PS-9	Existing Services
PS-10	Requirements for Accommodation of Traffic
PS-11	Occupational Health and Safety
PS-12	Adverse Weather Conditions
PS-13	Site Meetings & Reporting
PS-14	Preferential Procurement
	PROJECT SPECIFICATION PORTION 2
PSA	General
PSD	Earthworks
PSDB	Earthworks (Pipe Trenches)
PSG/PSGA	Concrete (Small Works)
PSLB	Bedding (Pipes)
PSLD	Sewers
PSLE	Stormwater Drainage
	PARTICULAR SPECIFICATIONS
PA	Brickwork and Plaster
PB	Carpentry, Joinery and Ironmongery
PC	Painting
PE	The Client's Pre-Construction and Health Plan
PES	Environmental Specification

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

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

PROJECT SPECIFICATION : PORTION 1

SABS 1200 PS: GENERAL

PS-1 PROJECT DESCRIPTION

PS-1.1 Employer's Objective

Construction, Renovations and Refurbishments at Donnybrook Biomass Factory, located at Dr Nkosazana Dlamini-Zuma Local Municipality. The contractor must source unskilled labourers from Dr Nkosazana Dlamini-Zuma Local Municipality community. If the contractor cannot source from within the Nkosazana Dlamini-Zuma Local Municipality community, the contractor will have to motivate before appointing external unskilled labourers.

PS-1.2 Overview of the Works

Harry Gwala Development Agency intends to Construct, Renovate and Refurbish various immovable properties at Donnybrook Biomass Factory.

PS-2 EXTENT OF THE WORKS

The work to be carried out under this contract consists mainly of the following:

- Construct new floor foundation.
- Remove existing wall and floor covering.
- Repair floor crack.
- Repair floor screed.
- Install new wall and floor tiles.
- Replace existing lighting and electrical switches.
- Paint interior sections as specified.
- Replacing toilets and basins.
- Minor timber maintenance/repair.
- Replace kitchen cupboards.
- Replace internal and external doors where specified.
- Raise internal walls in bathrooms.
- Replace internal balustrade.
- Demolish existing external concrete slab.
- Construct new floor concrete slab.
- Replace existing gutters and downpipes.
- Paint external soffit.
- Health and Safety.
- Manage public access on site.
- Finish the site off and remove all excess material or building rubble.
- Site must be clearly marked and well barricaded as prescribed in the Health and Safety regulation.

No materials may be stored at the Harry Gwala Development Agency stores. Contractor to arrange for suitable dumping site for rubble. No rubble may be dumped at the Harry Gwala Development Agency stores. The description of the works is not necessarily complete and shall not limit the work to be carried out by the contractor, under this contract.

PS-3 DESCRIPTION OF THE SITE AND ACCESS

PS-3.1 Access

The site of the works is located in Donnybrook (Coordinate Reference: -29.9928824709, 29.9131385085).

PS-3.2 Limitations

The following limitations characterise the site of the pipeline construction

- Extra care will have to be exercised with regards the activities of the Contractor's labour while they are on site to ensure that there is no undue damage to private property as a result of construction activities.
- The Contractor will require to ensure that the insurances for the works cover any damage that may occur to private properties as a result construction activities.
- Should there be any claims against the contractor resulting from construction activities, the Engineer will ensure that these have been addressed or the damages rectified prior to the release of the retention held on the contract.

PS-4 NATURE OF GROUND AND SUBSOIL INVESTIGATIONS

No subsoil investigations have been undertaken on the site. There are no details of the subsoil conditions provided in Part C4 of this document. No responsibility is taken by the Employer as a result of any deductions made by the tenderer/contractor from observation/analysis of the results.

PS-5 ENGINEERING AND DESIGN

PS-5.1 Design Services and Activity Matrix

The following matrix of responsibilities for design of permanent and temporary works will apply:

Activity Work designed by, per design stage	Responsible Party
Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design approved for construction stage	Employer
Temporary works	Contractor
Permanent Works	Contractor
Preparation of as built drawings	Contractor

PS-5.2 Employer's Design

The Employer's design will be for all permanent works and will be detailed in drawings, site instructions the technical specifications to be issued with the tender documents and issued during construction.

PS-5.3 Design Brief

The contractor will be responsible for design of the following (which are all subject to approval by the Engineer):

- Site layouts for the contractor's camp and office accommodation
- Site layouts for the Engineer Representative's temporary office accommodation
- Construction Methodology
- Formwork
- Scaffolding and all staging work
- All other temporary works
- Concrete Mix designs

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

PS-5.4 Drawings

The following drawings will be required to be prepared by the contractor as a minimum:

- Site layouts for the contractor's camp and office accommodation
- Site layouts for the Engineer Representative's temporary office accommodation
- Scaffolding and all staging work

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The tender drawings are applicable to the contractor are detailed in Part C5 of these documents. These drawings have been used for setting up the Bills of Quantities.

PS-5.5 Design Procedures

The contractor will be required to furnish the following designs for approval by the Engineer at the indicated times:

Site layouts of the Contractor's camp and office accommodation – within 14 days from commencement date of the contract and in any case prior to the erection of the contractor's camp and offices

Layouts for the Engineer's representative office – within 14 days from commencement date of the contract and in any case prior to the erection of the Engineer's Representative's temporary office premises.

Formwork design – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Scaffolding and all staging work – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Concrete Mix Designs for the all classes of concrete as measured in the Schedule of Quantities prior to the placement of any concrete work

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

PS-5.6 Interface with other Contractors

The contractor may be required to provide access to other contractors undertaking work as per the parallel contracts. The costs of this interface will be deemed to have been allowed for in the appropriate items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

PS-6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-6.1 General

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS-6.2 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS-6.3 Management and disposal of water *(Read with SANS 1921-1: 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS-6.4 Disposal of spoil or surplus material *(Read with SANS 192-1: 2004 clause 4.10)*

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

PS-6.5 Testing *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

PS-6.5.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

PS-6.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum

provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

PS-6.6 Survey beacons *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-6.7 Existing Services *(Read with SANS 1921 - 1 : 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

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.

PS-6.8 Management of the environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS-6.9 Overhaul

No payment will be made for overhaul on this contract unless provision is made thereof in specific items.

PS-6.10 Excavations

Due to the depths of sewer lines and their location nets to a water course, the Contractor is to allow in their tendered rates for excavation, for shoring and protection of trenches. No additional payment will be made for protection of excavations for whatever reason.

PS-6.10 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS-7 CONSTRUCTION PROGRAMME

PS-7.1 Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

In determining his construction programme, the contractor should allow for disruptions/stoppages/requirements and intermittent "hold" of work while awaiting Engineer's inspections at the following critical stages: -

Stage	Delay
Excavation works for floor foundation and prior to preparation of bedding	1 day
Following preparation of bedding and laying of foundation and prior to backfilling	1 day
Prior to commencement of testing of floor foundation	1 day
Prior to testing of floor foundation	1 day
Prior to pouring of concrete	1 day

The contractor must take into account the above requirements when pricing and preparing the programme of works. No additional payments, other than through scheduled items, will be made for these stoppages/disruptions/constraints.

In addition, the contractor is required to establish the Engineer's facilities within 14 days of commencement. Should the contractor fail to provide approved establishment within the stipulated 14 days, the contractor will pay a penalty calculated as follows: -

- Mileage of the Engineer's Representative from other offices from the nearest business centre to site and back to office at R3.00/km.
- Rented Office space equivalent to that stipulated in this contract at offices in Kokstad or other place closer to the site.

The Employer intends to award this contract for commencement of construction in January 2022.

PS-7.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 2010.

PS-8 SITE FACILITIES AVAILABLE

PS-8.1 Contractor's camp site and depot *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site approved by the Engineer, in liaison with the community.

Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the Works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Engineer.

PS-8.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

PS 8.3 Source of Water Supply

The Contractor shall make his own arrangements for the supply of water for construction purposes. The source of water shall be subject to the approval of the Engineer.

The Water Services Authority in the area is Harry Gwala Development Agency. Should the contractor's source of water be the Harry Gwala Development Agency, the contractor will be required to ensure that the water account with the Harry Gwala Development Agency is in good standing prior to the issue of completion certificate. The Engineer will withhold any payments until arrears are cleared with the Harry Gwala Development Agency.

PS 8.4 Source of Power Supply

The power supply authority is Eskom. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges to Eskom for whatever temporary power supplies he may require for his use on the site and his tender will be held to include for all such costs and charges.

PS-9 SITE FACILITIES REQUIRED

PS-9.1 Facilities Required for the Engineer

PS 9.1.1 Temporary/Permanent Offices

The Contractor is to provide a temporary office for use by the Engineer. The offices should be able to accommodate one full time Engineer's Representative and two assistants.

The Engineer's offices are to be equipped with the following as a minimum:

- Three desks each with lockable drawers
- Three high back swivel chairs

- Three visitors chairs
- A facility to store/hang drawings
- An electric refrigerator of at least 200 litres capacity

The Contractor should also make arrangements for covered facilities to enable the accommodation of approximately 12– 16 people during progress site meetings, to be held fortnightly or monthly.

The facilities are to be provided, to the satisfaction of the Engineer, within 14 days of commencement date. ***The Engineer may withhold certification of the first progress payment until these facilities are provided.***

PS 9.1.2 Laboratory Facilities

The Contractor will not be required to provide a testing laboratory on site for use by the Engineer. However, the contractor will be required to provide compaction test results for all backfilling across roads from a recognised laboratory. No additional payment will be made from the compaction tests and the contractor is to allow for the costs thereof in the tendered rates.

PS 9.1.3 Sanitary Facilities

All latrines shall conform to the requirements of the Local Authority and shall be subject to approval by the Engineer. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer.

PS 9.1.4 Telephone Facilities

The Contractor will not be required to provide a telephone for use by the Engineer. The contractor will however be required to cover cell-phone costs for the engineer's site staff for airtime valued at R150/week. Appropriate items have been provided in the Schedule of Quantities to cover these costs.

PS 9.1.5 Housing Facilities

The Contractor will not be required to provide housing facilities for the Engineer's staff. However, a provisional sum has been provided in the schedule of quantities for payment through the contract for accommodation for the Engineer's staff.

PS 9.1.6 Parking Facilities

The Contractor will be required to provide one covered parking bay for the Engineer.

PS 9.1.7 Engineer's Transport

The Contractor will not be required to provide transport for the Engineer's staff.

PS 9.1.8 Security

The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of security staff shall be borne by the Contractor and should be allowed for in the rates tendered for items in the Schedule of Quantities. No additional payments will be made for security measures taken during the contract period, other than through the schedule items in the Schedule of Quantities.

PS 9.1.9 Contract staff to assist the Engineer

The following staff will be recruited by the contractor to assist the Engineer in carrying out his services:

Description of Staff	N° Required	Remarks
Environmental Monitoring	One	Provisional sum provided for appointment as directed by the Engineer. Personnel directed by and report to Engineer
Occupational Health & Safety Monitoring	One	
Technical Assistant	One	
Community Liaison Officer	One	

The required personnel will be identified by the Engineer and will report to the Engineer. Provisional Sums and the relevant mark-up Items are provided for in the Schedule of Quantities to cover these costs.

PS 9.1.10 Survey Equipment

The contractor shall provide the following survey equipment, in good condition, for use by the Engineer throughout the duration of the contract:

- A dumpy level
- Measuring tape
- An assistant, when required, to assist the Engineer to operate survey equipment, when provided.

PS 10. EXISTING SERVICES

PS 10.1 Care, Damage and Protection

Known services will be indicated in the tender and contract documents. The Contractor will be responsible for identifying all services with the relevant Service Providers.

The Contractor shall familiarize himself with all services and expose them at the start of the Contract to verify their position and establish their depths.

No additional payment will be made to the Contractor for identifying and locating services. Therefore, the Contractor will have to include the costs thereof in the scheduled items in the Schedule of Quantities.

Any information regarding existing services is given in good faith and without guarantee.

PS 10.2 Blasting

No blasting will be permitted unless the Contractor can satisfy the Engineer that his proposed blasting methods and controls are such that no damage will be caused to the adjoining building structures, pipelines or services. In any event the Engineer will require the Contractor to plan and execute each blast in such a manner as to ensure that no damage will be caused to any structure, pipeline or service. In addition, the Engineer will require vibro-recordings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom servitudes or wayleaves unless the Eskom authorities have been advised in writing three weeks prior to blasting. Where blasting is done adjacent to Eskom power lines, the Contractor shall arrange for a representative of Eskom to be present prior to and during any blast.

PS 10.3 Environmental Aspects

The Contractor will be required to plan and undertake his work in a manner that minimises its impact on the natural environment. Trees and other vegetation shall, wherever possible, be left undisturbed. Trees that are marked by the Engineer shall not be damaged and in the event of the Contractor doing so, a penalty will be deducted from monies due to the Contractor.

Every effort shall be made by the Contractor to prevent pollution of the adjacent areas and river and to reduce the noise, dust and fumes emanating from his construction activities.

PS 10.4 Dealing with Water

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water from his excavation and excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from the data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given.

The rates tendered shall allow for the requirements of this clause and all incidentals.

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

In drawing up his programme, the tenderer is to take into account the following:

- i) Permissible period of downtime of the existing watetr pipeline to allow the contractor to make the necessary interconnections: 09:00 up to 16:00, i.e. 7 hours, during the day.
- ii) The water pipelines must be operational every day except for the period mentioned above.
- iii) The water pipelines are currently in use.
- iv) The Employer shall be responsible for the operation of all valves and its water supply system.

The Contractor shall not operate any valve unless the Contractor has received from the Engineer prior written permission to do so which permission shall be limited to a specific time and operation in each case unless expressly stated to the contrary in writing by the Engineer.

It shall be the responsibility of the Contractor to give prior written notice timeously (min 2 working days) to the Engineer in every case in which the Contractor may request valve operation or prevention of valve operation by the Employer.

The Employer cannot guarantee watertight closing of valves; it shall be the responsibility of the Contractor to do and provide everything necessary for the timeous, efficient and safe

disposal of all water which may leak through closed isolating valves and thence into places from which, in the opinion of the Engineer, the leaking water has to be removed for good reason. (The Engineer shall certify extra payment in respect of the costs of such valve-leakage-water disposal measures as in his opinion could not reasonably have been avoided or reduced.)

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Project Specifications and in the Contract Data.

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water or leakage from non closing valves and fire hydrants from his excavation and excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from the data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given.

PS 10.5 Servitudes and Rights of Way

The Employer will, where necessary, obtain permanent servitudes and rights of way along the road routes indicated on the tender drawings. New servitudes will only be registered after completion of the Works.

PS 10.6 Dealing with Damaged Services

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instruction and shall report the occurrence of the incident. The damage is to be repaired as soon as possible to the approval of the Engineer and the authority. The Contractor will be held responsible for paying all costs incurred by the authority or himself as a result of each such incident, where relevant.

PS 10.7 Accommodation of Traffic

The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc to safeguard the travelling public. Any detours or bypasses constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained in such a manner as to provide safe and easy passage of traffic.

PS 10.8 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled, levelled and spread in designated areas as directed by the Engineer. All haul will be regarded as free-haul.

PS 10.9 Finishing and Tidying and Defects Liability Period

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Engineer and within reasonable limits, to request that work in a particular area and/or work of a particular

discipline, be inspected for partial completion. The specified defects liability period in respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Engineer as being completed, i.e., fully commissioned, including finishing and tidying.

On completion of the Contract the Contractor shall ensure that all materials used in the construction of the temporary Site office, workshop and storage yard are removed from Site. Waste materials such as construction debris and soil contaminated with oil and fuel are to be disposed of at the solid waste disposal site used approved by the Engineer. Prior to the handover of the Site to the Employer, the Contractor and the Engineer will conduct a post construction audit to determine if any additional measures that are to be taken. The Completion Certificate will only be issued after this stage.

PS 10.10 Employee Accommodation

(See Subclause 3.2.1 of Section A of Part 2 and Subclause 1.2.1 of Section A of Part 3 of SABS 0120)

The Contractor shall conform in all respects with the provisions of any Act, Regulations or By-Law of Harry Gwala Development Agency, which may be applicable to employee accommodation. Save for a security guard on active duty, no employees may be housed on Site or the Contractor's campsite after normal working hours.

PS 10.11 Employment of Local Labour

The Employer has determined that 100% of the Contractor's unskilled labour force shall be made up from the local community. A labour sub-committee (of a Project Steering Committee) comprising representatives of the community and other stakeholders will be responsible for the recruitment of all local labour. The Contractor will be required to provide details of the numbers of semi-skilled and unskilled workers he will require, together with their anticipated starting dates. The PSC through its labour sub-committee will then make this labour available to the Contractor.

A minimum of 50% of the local labour shall comprise of women and, where appropriate, disabled labour shall be employed. It is a requirement that tenderers acquaint themselves fully with requirements for registration with Unemployment Insurance Fund.

The Employer requires that the successful contractor registers all labour with the Unemployment Insurance Fund. The local labour rate has been determined at R21.00 per hour per labourer. The task for excavation by hand has been agreed at 2,4 m³/day (e.g. 0,76 m x 1,0 m x 3,15 m).

During project execution, the successful contractor will be required to provide progress reports indicating to what level these requirements have been met.

PS 10.12 Frequency of Labour Wages Payments

The contractor will be required to pay labour on a fortnightly basis

PS 10.13 Training and Capacity Building

During project execution, it is the desire of the Employer that an identified number of community members receive appropriate level of non accredited training in either pipelaying activities or construction management activities. Within 14 days of appointment, the successful contractor will be required to provide, together with his method statement, a proposal for consideration by the Project Steering Committee for activities in which the

community members can receive training. This proposal will be considered by the Project Steering Committee after which the Contractor will be given an instruction on the training to provide. Training will be provided to local labour that is already in the employ of the contractors as per clause PS 10.11. It must be noted that the Contractor will be required to pay the labour based on their daily rates indicated in PS 10.11.

A minimum of 200 person-days should be provided as non-accredited training. The contractor will be required to provide a training diary and report indicating the following to be updated monthly:

- Details of persons receiving training
- What areas there have been trained in
- Performance of the trainees
- Further training still to be done

Should the contractor fail to provide this training, the Employer reserves the right to seek training from alternative sources. In that case, the cost of the training sought will be deductible from any monies due to the contractor.

PS-11 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS-11.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

PS-11.2 Basic Requirements

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

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

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

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

PS-11.3 Traffic Safety Officer

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.

PS-11.4 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered.

Items that may be considered for payment are specified in SABS 1200 Standardized Specifications and the related project specification.

PS-12 OCCUPATIONAL HEALTH AND SAFETY *(Read with SANS 1921 - 1: 2004 clause 4.14)*

PS-12.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatary and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.2.4 included in Section C1: Agreements and Contract Data.

PS-12.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

PS-12.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

PS-13 ADVERSE WEATHER CONDITIONS

In terms of Clause 42.3 of the General Conditions of Contract, extension of time will be considered for **abnormal rainfall**. The numbers of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table PS-12.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-12.1, will qualify for consideration of extension of time.

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-13, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

Table PS-13: Expected N° of Working Days Lost Monthly Due to Normal Rainfall

MONTH	Expected number of working days lost as result of normal rainfall
JANUARY	*5
FEBRUARY	5
MARCH	4
APRIL	1
MAY	1
JUNE	1
JULY	1
AUGUST	1
SEPTEMBER	2
OCTOBER	3
NOVEMBER	4
DECEMBER	5
TOTAL	33 days

(Based on information obtained from the Weather Bureau, Department of Environment Affairs, Margate. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 17 December 2012 and ending on 04 January 2013.)

PS-14 SITE MEETINGS AND REPORTING

The Contractor will be required to attend site meetings organised by the Engineer. In these meetings he (the Contractor) will be required to provide progress reports and other reports to monitor the outputs of the contractor, as may be required from time to time, to be presented in a format prescribed by the Engineer. The frequency of such meetings will be monthly, as a minimum. However, the frequency can be reviewed, depending on the progress of the contract.

PS-15 PREFERENTIAL PROCUREMENT

For the purpose of this contract the Contractor shall comply with the preferential procurement statement provided in F.3.11 and T2.2 of the Tender Data.

PROJECT SPECIFICATION: PORTION 2

AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PROJECT SPECIFICATION : PORTION 2

SABS 1200 PSA : GENERAL

PSA-3 MATERIALS

PSA-3.1 Quality

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

PSA-3.3 Applicable Standards for Cement *(Additional Subclause)*

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466, referred to in clause 3.3, have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

PSA-4. PLANT

PSA-4.2 Contractor's Office, Stores and Services

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

PSA-5 CONSTRUCTION

PSA 5.1 Survey

PS A 5.1.1 Setting Out Of The Works

Substitute the first sentence in A 5.1.1 with the following:

"Setting out of the works is the sole responsibility of the Contractor and shall be done from survey beacons identified by the Engineer. The Contractor shall, within two (2) weeks after the site has been handed over to him, confirm himself that the survey beacons are correct. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor. A grid of final terrace levels over the site of the works will be issued to the Contractor at the commencement of the contract and it is the Contractors responsibility to preserve all setting out pegs based on this information as given for the duration of the contract.

PS A 5.4 Protection Of Overhead And Underground Services

Add the following paragraph:

“The Contractor shall as soon as possible after handing over of the site, commence with the detection to existing services, continue with it without interruption, and finalise it at least 7 days before excavation starts at that particular section.”

PSA-5.8 Ground and access to works

Add the following:

“On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor’s expense”.

PSA-5.9 Accommodation of Traffic *(additional subclause)*

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS-10.

PSA-8. MEASUREMENT AND PAYMENT

PSA-8.3 Scheduled fixed-charge and value-related items

PSA-8.3.2 Establishment of Facilities on the Site

PSA-8.3.2.1 Facilities for the Engineer

Add the following additional subitems:

(d)	Carports (<i>state number</i>)	Unit : Sum
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The tendered rate shall cover all costs as specified in Subclause 8.3.2.3 of SABS 1200 A (and 5.5 of SABS 1200 AB to provide these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2. if applicable).

PSA-8.3.2.2 Facilities for Contractor

For this contract the facilities for the Contractor will not be measured and paid for separately as itemised in Subclause 8.3.2.2. The subitems (a) to (j) will be consolidated into one item and payment under item PSA-8.3.2.2 shall be deemed to cover all these subitems.

PSA-8.4 Scheduled time-related items

PSA-8.4.2 Operation and maintenance of Facilities on Site

PSA-8.4.2.1 Facilities for Engineer

Add the following additional subitems:

(e)	Carports	Unit : Sum
(f)	Survey instruments	Unit : Sum

The rates tendered shall cover all costs as specified in Subclause 8.4.2.3 of SABS 1200 A and 5.5 of SABS 1200 AB to operate and maintain these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2.

PSA-8.4.2.2 Facilities for Contractor

Consolidate subitems (a) to (j) of Clause 8.4.2.2 into one item as in PSA-8.3.2.2. Payment under PSA-8.4.2.2 shall be deemed to cover subitems (a) to (j).

PROJECT SPECIFICATION : PORTION 2
SABS 1200 PSD : EARTHWORKS

PSD-1 EARTHWORKS

The Contractor is referred to SANS 1921 - 5: Earthworks activities which are to be performed by hand

PSD-3 MATERIALS

PSD-3.1 Classification for excavation purposes

PSD-3.1.2 Classes of excavation

The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.

Where labour-intensive methods applicable to targeted labour are specified, soft excavations shall be defined as follows:

"PSD-3.1.2(a) Soft excavation

Soft excavation for labour-intensive work where excavations are to be carried out by hand methods, shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools by an average able-bodied person or group of persons. Soft excavation shall include small boulders that can be removed by hand methods.

Soft excavation can be further broken down by introduction of an additional class such as "Soft Excavation Class A", which is excavation defined as soft, but which can only be excavated with difficulty.

The criteria for classifying Soft Excavation Class A shall be as follows:

Granular material: - dense material with high resistance to penetration by the point of a geological pick; several blows are required for removal of material; 7 to 15 blows of the dynamic cone penetrometer are required to penetrate 100 mm; and

Cohesive materials - stiff to very stiff material requiring 6 to 8 blows of the dynamic cone penetrometer to penetrate 100 mm, where:

"stiff" material can be indented by thumbnail; slight indentation produced by pushing a geological pick point into the soil; cannot be moulded by fingers; and where:

"very stiff" material can be indented by thumbnail with difficulty; slight penetration of point produced by blow of geological pick.

Where soft excavation class A material is encountered, it shall be measured and paid for as an extra over soft excavation.

PSD-5 CONSTRUCTION

PSD-5.1 Precautions

PSD-5.1.1 Safety

PSD-5.1.1.2 Safeguarding of excavations

- *Add the following subparagraph:*

“(g) The Contractor or his agent or his representative shall **not** require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.”

PSD-5.2.2.1 Excavations for general earthworks and for structures

- *Add the following additional subparagraph:*

“(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.

The Contractor shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.

Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

PROJECT SPECIFICATION : PORTION 2

SABS 1200 PSD : EARTHWORKS (PIPE TRENCHES)

PSDB-5 CONSTRUCTION

PSDB- 5.1 Precautions

PSDB-5.1.5 Trench Excavations (*additional subclause*)

The precautions for excavations as specified in Clause 5.1.1 of Section 1200 D, 1200 DA, and the relevant clauses in PSD and PSDA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

PROJECT SPECIFICATION : PORTION 2

SABS 1200 GA : CONCRETE (SMALL WORKS)

PS GA-3 MATERIALS

PS GA-3.2 Cement

PS GA-3.2.1 Applicable specifications

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491, have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract and the descriptions and types of cements, where specified, will be based on the designations as defined in these specifications.

PS GA-5.4.1.4 Prescribed mix concrete

Add the following :

“The structural concrete in this contract shall comply with the following specification.

- The minimum 28 day strength shall be as specified in drawings
- The maximum water/cement ration shall be 0.42
- The minimum cement content shall be 400 kg/m³
- The cement used must be extended with a minimum of 30% Fly Ash or 50% GGBS

A detailed mix design by an approved concrete testing laboratory before any concrete is poured in the works and provision shall be made by the contractor for the cost of the design in his rates.

PS GA-8: MEASUREMENT AND PAYMENT

PS GA-8.1 Measurement and rates

PS GA-8.1.2 Reinforcement

Replace subclause 8.1.2.2 with the following:

PSGA-8.1.2.2 Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.

Welded mesh will be scheduled separately for each type and mass per square metre of mesh.”

Replace subclause 8.1.2.3 with the following:

“PSGA-8.1.2.3 The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled. The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SANS 920.

The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.”

PROJECT SPECIFICATION: PORTION 2

SABS 1200 LB: BEDDING (PIPES)

PS LB 3.3 BEDDING

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except sub soil drainage, which shall be classified as flexible pipes.

PS LB 5 CONSTRUCTION

PS LB 5.1 General

PS LB 5.1.4 Compacting

Substitute "90 % of mod AASHTO" in LB 5.1.4 with "93 % of mod AASHTO (100 % for sand)".

PS LB 8 MEASUREMENT AND PAYMENT

PS LB 8.2 Scheduled Items

PS LB 8.2.2.4 From stockpile (provisional)

- a) Selected granular material Unit : m³
- b) Selected fill material Unit : m³

The rate shall cover the cost of obtaining, handling and transport regardless the distance, of the required bedding material from the stockpile, the delivery thereof at positions that are spaced along the trench in such a way as suits the working method of the Contractor, as well as the removal of material displaced by this importation within the free-haul distance.

PROJECT SPECIFICATION : PORTION 2

SABS 1200 LE : STORMWATER DRAINAGE

PS LE 3 MATERIALS

PS LE 3.1.1 Material for Subsoil Drainage

PS LE 3.1.1.1 Pipes

Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791, but shall be perforated or slotted.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter $\pm 1,5$ mm and the number of perforations per metre shall be not less than 26 for 110 mm pipes and 52 for 160 mm pipes. Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes.

Slotted pipes shall have a slot width of 8 mm $\pm 1,5$ mm. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall be not less than that presented for perforations.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

PS LE 3.1.1.2 Crushed-stone

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

PS LE 3.1.1.3 Geotextile Blanket

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

PS LE 3.1.1.4 Sand

Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

D15 : 0,2 mm to 0,4 mm

D85 : 1,2 mm to 4,7 mm

PS LE 5 CONSTRUCTION

PS LE 5.1 Trench Bottom

PS LE 5.1.3 Unsuitable Founding Conditions

Substitute "90 % of MAASHTO maximum density" in LE 5.1.3 with "90 % of MAASHTO maximum density (100 % for sand)".

PS LE8.2 BEDDING AND LAYING

PS LE 8.2.14 Supply And Install Subsurface Drains According To Drawings Unit : m

The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for cutting, wasting, overlapping and installing of the materials where applicable.

1.2 PARTICULAR SPECIFICATION: PA

BRICKWORK AND PLASTER

PA1 SCOPE

PA1.1 This specification covers the general requirements for buildings and other masonry structures, including plastering.

PA2 INTERPRETATION

PA2.1 Other relevant Standards/Specification

This specification should be read together with SABS 1200 AA.

PA2.2 Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition, applicable on the tender closing date.

PA2.3 Definitions and Symbols

For purposes of this specification, the definitions and symbols given in the National Building Regulations and Building Standards Act, 1977 (referred to further on in this specifications as "Building Act"), where applicable, shall apply. (Definitions: pages 5 to 14, Symbols : page 23.)

PA3 MATERIALS

PA3.1 Cement

Cement shall conform to the requirements of SABS 471.

PS3.2 Lime

Lime shall be of approved manufacture, well burnt and of uniform quality conforming with SABS 523.

PA3.3 Sand

Sand to be used for mortar and plaster shall comply with the requirements of SABS 1090.

PA3.4 Clay Bricks

Clay bricks must conform to SABS 227. A sample of bricks to be used for construction must be given to Engineer for approval before construction bricks are delivered to site.

The contractor will be required to carry out necessary tests and provide certificates for compliance of the bricks with SABS 227. The cost of these tests will be deemed part of the scheduled rates and no additional payment will be made therefore.

Best quality engineering bricks shall be used for all foundation and concealed situations.

PA3.5 Damp-Proofing

Material used as a dampproof course shall conform to the requirements contained either in SABS 248 or in SABS 952. Type FV fibre-felt sheets or Type C polyethylene sheets shall be supplied under the contract.

PA3.6 Fibre Cement Sheets

Fibre cement flat sheets, minimum 15 mm thick, shall comply with the requirements of SABS 685.

PA3.7 Storage

PS3.7.1 Cement and Lime

Cement and lime stored on the site shall be properly protected against moisture to the satisfaction of the engineer.

PA4 CONSTRUCTION

PA4.1 Brickwork

Brickwork shall be well and regularly bonded, with no false headers and none but whole bricks except where legitimately required as closers. All bricks must be thoroughly dampened before laying and each brick is to be laid with full joints and pressed into its bed so as to squeeze out superfluous mortar and give a finished joint not exceeding 8 mm thick in the case of the face work or 13 mm thick in the case of plastered walls or work not exposed to view. All joints, both horizontal and vertical, notwithstanding any grade custom to the contrary, are to be filled solid with mortar for their full width and depth, each course being flushed with mortar, worked well down into all vertical joints before the succeeding course is laid. Horizontal joints and vertical joints of face work shall be pointed flush in manholes and catchpits, but shall be pointed and finished with a tooled recessed joint elsewhere. Plastered walls shall have the joints raked out to a depth not less than 13 mm and not more than 20 mm, and subsequently refilled with mortar of the same proportions as the original bedding mortar. In no circumstances may joints be so formed as to expose any perforation in the units.

Wire ties, where required, shall be stainless steel and are to be installed at 5 per square metre.

PA4.2 Mortar

The mix proportions for the mortar are given below:

Portland cement	50 kg
Lime	0-40 l
Sand*	200 l max.

* measured loose and damp

PA4.3 Plastering

Plaster shall be of the same proportions as the bedding mortar. Any other plaster mixes will be subject to the approval of the Engineer.

PA4.4 Dampproof Courses

The areas to be covered by dampproof courses are indicated on the drawings. Dampproof shall be laid on a surface which shall not contain any sharp objects which may perforate the membrane. The full width of the wall and the whole area under the floor is to be covered by the membrane and shall overlap by not less than 100 mm under the floor, and by not less than 150 mm under the wall. All joints shall be effectively sealed. Where shown on the drawing, the dampproof course is to be stepped up one course of brickwork in the inner skin. Proper returns are to be made at all doorframes.

PA4.5 Window Sills

Windowsills shall be formed as shown on the drawings and as hereafter described:

Dampproof sheeting shall be provided one brick course below the sill and shall be turned upwards and terminate behind the window frame to provide an efficient weather-tight seal.

All external sills and some internal sills, where shown, shall be formed in quarry tiles and other internal sills where shown are to be of fibre cement sheet minimum thickness 15 mm to SABS 685 with approximately 20 mm projection beyond the finished face of the walls.

External sills shall be laid to a 20° weathered slope while internal sills shall be laid horizontal.

All tiles shall be bedded in 3:1 cement mortar and neatly pointed.

PA4.6 Lintels with Brickwork Reinforcement

Lintels over doors, windows and openings, where ordered by the Engineer, shall be reinforced with four layers of BRC brickforce, or approved equal. The latter reinforcement shall extend a minimum of 450 mm beyond any opening. All joints in the six courses of brickwork above the opening shall be fully flushed with cement mortar. Shoring to soffits of lintels shall be left in position for at least 14 days after building the lintel and the brickwork shall be kept damp with wet bags for the whole of this period.

PA4.7 Wall Vents

Ventilator openings shall be formed through walls where indicated and shall be provided with double brick terracotta louvred air bricks (fitted with plastic insect screens) both externally and internally (where scheduled) set flush into the work and neatly pointed. Internal wall vents are to be of an approved plaster of paris type where scheduled.

PA4.8 Building in Frames, etc

Door and window frames are to be set up, built into position, bedded and pointed in cement mortar, with any necessary cutting to brickwork, fitting and making good, as the brickwork is built up. In the case of doorframes, wrought iron right angled cramps are to be fixed to doorframes and built into brickwork at every eighth course.

Where pipes, frames, brackets or other such parts pass through or have to be set into brickwork, the bricks shall be carefully cut and fitted to maintain regularity of courses and uniformity of joints, the shaped bricks being embedded and pointed to conform with the surrounding brickwork. Where such parts have to be set into position after brickwork is built, holes shall be left wherever possible, in preference to cutting out bricks, and the work shall be subsequently made good in the manner described.

PA4.9 Floor Finishes

PA4.9.1 Granolithic Floor Screed

Granolithic shall consist of one part cement, one part sand and two parts 5 mm stone chips and oxide where required, thoroughly mixed as for concrete and placed in a layer not less than 20 mm thick, levelled or graded and trowelled to a smooth uniform surface. To ensure proper bond, the concrete surface to be covered shall be clean, roughened by chipping, flushed with water and coated with cement grout just before placing of the granolithic layer. Granolithic finish is to be steel floated with V joints in squares of 1,20 m to 1,80 m, the joints extending for the full depth of the granolithic. Joints are not required in the granolithic screed where it is to be overlaid by tiles or carpeting.

PA4.10 Chasing Walls

Where indicated by the electrical contractor, the construction contractor shall chase brickwork and concrete work to accommodate electrical conduit - such chasing shall precede plastering or rendering and on no account shall plastering or rendering be commenced until the electrical tubing has been installed. No horizontal or diagonal chases shall be permitted.

Elsewhere, electrical conduit shall either be cast into concrete or shall be run on the surface afterwards as may be directed by the Engineer.

PA4.11 Weather

In any period of interruption caused by inclement weather, and at the completion of each day's bricklaying, freshly laid brickwork should be protected.

PARTICULAR SPECIFICATION : PB

CARPENTRY, JOINERY AND IRONMONGERY WORK

PB1 SCOPE

PB1.1 This specification covers the general requirements for carpentry, joinery and ironmongery work for civil engineering projects and the methods by which the finished work is to be measured for the purpose of payment.

PB2 INTERPRETATION

PB2.1 Other Standards/Specification

This specification is to be read with SABS 1200 AA .

PB2.2 Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition, at the closing date of tenders for this contract.

PB3 MATERIALS

PB3.1 Timber

Roof timber forming a permanent part of the work shall conform to the requirements of the relevant standard specifications SABS 563, SABS 653, SABS 876, SABS 1089 or SABS 1245.

All timber other than that used for temporary works or shuttering shall be treated as specified in SABS 1288 and SABS 05, and allowed to dry thoroughly before being used.

PB3.2 Fibre Cement Sheets

Fibre cement flat and corrugated sheets shall comply with the requirements of SABS 685. The flat sheets shall be minimum 15 mm thick.

PB3.3 Hardware

Locks, hinges and other hardware shall be provided to doors; all ironmongery and fixings shall be chromium plated on brass except where otherwise specified.

PB3.3.1 Hinges

Hardwood doors in hardwood frames are to be provided with brass butt hinges as scheduled with three hinges per leaf.

PB3.3.2 Door Locks and Furniture

External door to be fitted with a night latch (to be supplied by the Employer) and a Henderson No 463 bow handle, secured with brass bolts passing through the door with nuts on the inside.

PB3.3.3 Cabin Hooks

One 200 mm brass cabin hook complete with eyes to be fitted to each door including for hardwood block plugged to walls or post as scheduled.

PB4 **MEASUREMENT AND PAYMENT**

PB4.1 The work will be measured and paid for in accordance with the units and rates scheduled.

PB4.2 The tendered rates for doors are to include for the manufacture, fitting hanging and protective painting thereof.

PB4.3 The tendered rates for ironmongery shall include for the supplying and fitting complete with non-corrosive screws and/or bolts.

PARTICULAR SPECIFICATION : PC

PAINTING

PC1 SCOPE

PC1.1 This specification covers the general requirements for painting, including methods of preparation of materials to be painted, cleaning, priming, undercoating and finishing, and also methods by which the finished work will be measured and paid for.

PC2 INTERPRETATION

PC2.1 Supporting Specification

This specification must be read together with SABS 1200 AA

PC2.2 Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition at the tender closing date.

PC3 MATERIALS

PC3.1 Emulsion Paints for Exterior Use

Emulsion paints for exterior use shall comply with SABS 634.

PC3.2 Calcium Plumbate Primer

Calcium plumbate primer shall comply with SABS 912.

PC3.3 Undercoats for Paints

Undercoats for air-drying protective and decorative paints shall comply with SABS 681.

PC3.4 Structural Steel Paints

Structural steel paints shall comply with SABS 684.

PC3.5 Colours of Paints

Specification for colours of paints shall comply with CKS 279.

PARTICULAR SPECIFICATION : PD

DISINFECTION OF PIPELINES

PD 1 INTRODUCTION

The price for testing and disinfecting pipelines and fittings is included in the scheduled items for supply and installation.

On completion of construction, after pressure testing and prior to commissioning the pipeline is to be disinfected by the contractor in accordance with this specification.

PD 1.1 Scope of the Code of Practice

This Code of Practice relates to the disinfection of parts used for the disinfection of complete installations.

It includes the requirements for bacteriological sampling and dosage of disinfectants, dose rates of disinfectants, disposal of chlorinated water and quality standards for bacteriological samples.

PD 1.2 Definitions

Within this document the term HYPOCHLORITE SOLUTION means a commercial solution of sodium hypochlorite containing 10% to 15% of available chlorine. Also, 10% HYPOCHLORITE SOLUTION means hypochlorite solution diluted one part in ten which thus has approximately 1% of available chlorine.

Within this document AVAILABLE CHLORINE and all chlorine concentrations means FREE CHLORINE available to the water environment for its disinfection.

'Water Supply Personnel' means any employee or contract or casual labour whose work includes, even temporarily, the performance of work concerned with partially or fully treated water and sources of underground water and who must possess a current certificate of medical suitability signed on behalf of the Authority.

PD 1.3 Hygiene

Only 'Water Supply Personnel' may undertake the procedures laid out in this Code of Practice.

PD 1.4 Safety

This Code of Practice does not cover the safety aspects of the construction or maintenance of installations or apparatus or of disinfection procedures.

Remember always that chlorinating agents are strongly corrosive so protect EYES AND HANDS especially.

PD 2 GENERAL REQUIREMENTS FOR DISINFECTION OF POTABLE WATER APPARATUS

PD 2.1 Components and Equipment

Clean all pipework components, equipment and tools used for repair and remove all grease or scale from components and equipment before use or assembly.

Where full chlorination and bacteriological testing is impractical, then disinfect all materials, components and equipment which could transmit contamination. Use a solution containing 1% of available chlorine (e.g. 10% chlorox or other commercial hypochlorite solution or 2% solution of

bleaching powder. Contact time must exceed 20 minutes. Rinse or flush the equipment with mains water to prevent excessive corrosion.

PD 2.2 Completed Installations

Ensure that all water used for disinfection purposes has a free chlorine residual of at least 20 mg/l. Refer to section PD 4 and Tables 1 and 2 for volumes or dose rates.

During chlorination the pipeline shall be kept full of water.

Whenever possible keep the installation at normal operating pressure or greater during the contact period.

PD 2.3 Portable Test Equipment

Portable test equipment which may be used in contact with potable water must be kept clean. Any equipment which is in uncertain condition or which is contaminated must be cleaned and disinfected before use.

PD 3 MAINS

PD 3.1 New Mains

PD 3.1.1 Introduction

Do not connect any new main into supply until the water from designated sampling points, having stood in the main for at least 20 hours, has met the criteria specified herein.

New mains are laid with the intention of ensuring as far as possible, the exclusion of debris and contamination, but presume at the disinfection stage that debris and contamination does exist and that this debris is resistant to disinfection, e.g. compacted soil or detritus in joints.

The disinfection procedures, which should follow pressure testing, include:

- (a) swabbing and flushing of the main
- (b) soaking of the main for a minimum period of **20 hours**, using a minimum concentration of **20 mg/l** of available chlorine in mains water.
- (c) removal of excess chlorine by flushing the main

PD 3.1.2 Pressure Testing

Only use potable quality mains water for pressure testing new mains. Pressure testing normally follows the construction of each section of the pipeline but precedes final connection to supply. Do not rely on a single sluice valve to isolate the new main from the supply network, while the main is under pressure until disinfection and approval are complete.

PD 3.1.3 Swabbing and flushing

Swab all new mains after pressure testing and prior to disinfection.

After insertion of a soft foam swab, which has been soaked in 10% hypochlorite solution, recharge the pipeline at a rate less than 50 mm per second (3 m per minute) to ensure that the swab is not moved.

Open the inlet valve fully and drive the swab along the pipeline, at a velocity less than 0,5 m per second (30 m per minute), by controlling the valve at the discharge end.

When the swab reaches the discharge end of the pipeline, flush the main for at least 5 minutes to remove all excess chlorine and discoloured or dirty water. Where possible open inlet and outlet valves as fully as possible.

If the swab removes excessive amounts of debris then re-swab the main.

PD 3.1.4 Chlorination

Chlorinate all new mains to a minimum of 20 mg/ℓ available chlorine and leave to soak for a minimum of 20 hours, prior to flushing with mains water to a chlorine residual equal to that of the background level in the incoming mains water.

Tables in PD 4 show the required minimum dose rates and volumes.

To chlorinate sections of distribution main, less than about 50 m long not exceeding 150 mm in diameter, use a soft swab which has been soaked in 10% hypochlorite solution and proceed as follows:-

- Pour 1 litre of hypochlorite solution for each 1 m³ of pipeline, into the end of the pipe upstream of the final connection.
- Insert the swab into the end of the upstream pipe to retain the hypochlorite solution.
- Make the final connection.
- Drive the swab past the final connection and along the pipeline, but do not allow the swab to travel at a speed greater than 0,3 metres per second (20 m per minute).
- Remove the swab and flush the main for 25 minutes.
- Close up the main prior to soaking and sampling in accordance with section PB 3.1.6.

The volume of hypochlorite needed for 50 m of pipeline is:-

50 mm - 100 mℓ,	75 mm - 200 mℓ,	100 mm - 500 mℓ,
150 mm - 900 mℓ,	200 mm - 1600 mℓ,	250 mm - 2500 mℓ.

Take all necessary care with the disposal of chlorinated water; follow the procedure laid out in PB 5.

PD 3.1.5 Sampling for Bacteriological Analysis

Once all pressure testing, swabbing and chlorination is complete, fill the main with clean mains water free from excessive chlorine.

Flush all hydrants, washouts and other outlets until the water is clean and free from excessive chlorine. Shut the valves and leave the main to soak for a minimum period of 20 hours.

First check with the laboratory staff of the Ugu District Municipality to determine a suitable time for collection of samples and delivery of them to the laboratory for analysis.

Then pressurise the main and take samples for bacteriological analysis in accordance with the procedure given in section PB 3.1.6. Take these samples from sampling points agreed with the Resident Engineer.

Deliver all samples to the laboratory as soon as possible. Analysis must start within six hours but store the samples in a refrigerator if the delay between taking the sample and the start of analysis is likely to exceed four hours.

Then isolate and leave the main until the results of analysis are available. In the event that the samples fail, flush the main and re-sample after a further soak period of at least 20 hours.

Repeat the above process until disinfection criteria have been satisfied.

The costs of all necessary testing are to be borne by the Contractor.

PD 3.1.6 Sampling Points

Sample points should consist of a ferrule connection, with a short length of polythene piping terminating in a ½" BSP gate valve or manual air valve. Protect this sampling outlet by suitable boxing. Attach a sampling standpipe to the gate valve, disinfect the apparatus with hypochlorite solution and then flame the bib tap outlet on the standpipe. Flush out all traces of hypochlorite, check that the residual chlorine level is not greater than the normal level in the incoming mains water.

At scour points and air valves, flush out all trace of hypochlorite, check that the residual chlorine level is not greater than the normal level in the incoming mains water, then take samples.

PD 3.1.7 Temporary Cross Connections and Final Connections

Where a temporary cross connection supplies mains water to the new main, before making the final connection complete the disinfection procedure of the new main as set out above.

When the new main has been proved bacteriologically satisfactory the cross connection may be removed and isolated after suitable disinfection.

PD 4 DOSAGE OF CHLORINATING AGENTS

PD 4.1 Sodium Hypochlorite Solution

Bulk supplies of sodium hypochlorite solution (Chloros for instance), are supplied at 10 to 15% available chlorine. This fraction declines progressively as the hypochlorite decays to chloride, chlorate and oxygen. Assume in practice that there is only 10% available chlorine.

Assuming 10% available chlorine, and using mains water having a zero chlorine demand, then the following values give estimates of the dilutions required.

- 10% hypochlorite solution (1 part hypochlorite solution in 10 parts solution) contains 10,000 mg available chlorine per litre of 10 kg available chlorine per cubic metre.
- 20 mg available chlorine per litre is equivalent to 200 ml of hypochlorite solution per cubic metre of water.
- 0,5 mg available chlorine per litre is equivalent to 5 ml of hypochlorite solution per cubic metre of water.

PD 4.2 Chlorine Gas

Chlorine gas, dosed into water by weight, is likely to be about 98% available chlorine. Therefore a direct measurement gives a reasonable estimate.

- Disinfection of replacement parts with chlorine gas is not a practicable possibility.
- 20 mg Chlorine gas (by weight) per litre for disinfection of complete installation is equivalent to 20 grams per cubic metre.
- 0,5 mg Chlorine gas (by weight) per litre of water is equivalent to 0,5 grams per cubic metre.

PD 4.3 Bleaching powder, granules and tablets

Bleaching powders, granules or tablets based on Calcium hypochlorite contains 50% to 70% of available chlorine by weight. These materials must be stored under dry conditions. During storage

some available chlorine is lost. Follow the manufacturers instructions particularly concerning the shelf life of the material and dose rate of the tablets.

For calculation purposes presume a maximum value of 50% available chlorine i.e. 1 gm of powder, granules etc in 1 litre of water provides 500 mg per litre available chlorine.

PD 4.4 Dose rates

Tables 1 and 2 provide estimates of the minimum dose rates of sodium hypochlorite solution, chlorine gas or bleaching powder, tablets or granules to achieve available chlorine levels of 20 mg per litre when dilute with mains water which has a zero chlorine demand.

Table 1 - dosage for 1,000 m of pipeline to give 20 mg available chlorine per litre

Pipe Diameter	Volume of 1000 m of pipeline	Weight of bleaching powder granules or tablets to give 20 mg/ℓ	Weight of chlorine to give 20 mg/ℓ	Volume of hypochlorite solution to give 20 mg/ℓ
mm	m ³	gm	gm	litres
50	1,9	80	40	0,4
75	4,4	180	90	0,8
100	7,9	320	160	1,5
150	17,7	700	350	3,5
200	31,4	1,260	630	6,2
250	49,1	2,000	980	9,7
300	70,7	2,800	1400	14,0
350	96,2	3,800	1900	19,0
400	125,6	5,000	2500	24,6
500	196,3	7,800	3900	38,4
600	282,6	11,200	5600	55,4

Table 2 - dose rates for 20 mg available chlorine per litre

Flow rate in pipeline*		Hypochlorite solution injection rate for 20 mg/ℓ		Chlorine injection rate for 20 mg/ℓ
litres/sec	m ³ /hr	litres/hr	mℓ/sec	gm/hour
1	3,6	0,7	0,2	72
2	7,2	1,4	0,4	144
3	10,8	2,2	0,6	216
4	14,4	2,9	0,8	288
5	18,0	3,6	1,0	360
6	21,6	4,3	1,2	430
7	25,2	5,0	1,4	500
8	28,8	5,8	1,6	576
9	32,4	6,5	1,8	650

* For flows greater than 9 litres/sec the dose rates can be calculated by multiplying by an appropriate factor of 10 e.g.

186 litres/sec = 100 + n 80+ 6 litres/sec

hypochlorite solution = $70 + 58 + 4.3 = 132,3$ litres/hr

PD 5 DISPOSAL OF CHLORINATED WATER

PD 5.1 Introduction

When the pipeline has passed all disinfection criteria it must be drained without causing hazard.

PD 5.2 Methods of Disposal

PD 5.2.1 Overland

Explore the possibility of soaking away disinfection water on adjacent land in rural situation.

PD 5.2.2 Foul sewers

Where disinfection water is discharged into a combined or foul sewer, no de-chlorination is normally necessary but in the former case take care that the rate of discharge of disinfection or flushing water avoids operation of storm sewage overflows and/or the creation of a hazardous atmosphere within the sewer.

PD 5.2.3 Watercourses

In rural areas where disinfection water is discharged to watercourses, either directly or through surface water drains, do not permit a free chlorine concentration in the receiving stream in excess of 0,1 mg/l about 50 metres downstream of the point of discharge. If the discharge is into a ditch, which is not a spawning ground or a nursery or a fishing stream, take advantage of that ditch to mop up chlorine provided that in a significant stream the earlier mentioned limit is not exceeded. In these circumstances use flush water to dilute the chlorinated water whenever possible. Avoid discharge of disinfection water to the head of a watercourse because this area is probably a spawning ground.

PD 5.2.4 Disposal of large volumes

When disposing of large volumes of disinfection water from very long lengths of new main, or in any cases of doubt, consult through the Resident Engineer, the laboratory staff of the Employer.

PD 5.3 De-chlorination

There is no objection to the use of thiosulphate or sulphur dioxide as de-chlorination agents. In some cases, at least partial de-chlorination may be achieved by discharge over land. In all cases consult the Resident Engineer.

PD 6 QUALITY STANDARDS AND REPORTING PROCEDURES

PD 6.1 New Mains

PD 6.1.1 Bacteriological Standards

No coliform organisms shall be detected in 100 ml of the sample.

The increase in the yeast agar plate count when compared with that of the incoming water shall generally be less than 50 and never more than 150 colonies per ml when incubated at 37°C for 24 hours.

PD 6.1.2 Procedure for Unsatisfactory Samples

Whenever even one E.Coli, or 5 or more coliforms per 100 ml are detected, re-chlorinate the main or serve reservoir. When E.Coli are not detected but the total coliform count is less than 5 per 100 ml flush and re-sample the main.

PD 6.1.3 Physical Standard

If the sample is unusually coloured, turbid or frothy flush the main until acceptable. If this condition is severe, re-sample the main but do not put into service until the samples have passed the required standards.

PD 6.2 Reporting Procedure

Records of disinfection are to be handed to the Resident Engineer.

PARTICULAR SPECIFICATION : PE

THE CLIENT'S PRE-CONSTRUCTION AND HEALTH PLAN

1.3 PARTICULAR SPECIFICATION PF

1.4

VALVES

PF 1 GATE VALVES

Gate Valves shall bear the official mark of SABS and be SABS approved. They shall comply with SABS 664 for waterworks pattern valves of the types, classes and sizes listed in the Schedule of Quantities and shall be provided with the following :

	Description	Specification
1	Flanges	Double flanged, to be in accordance with and drilled off-centre to SABS 1123, Table 1600, 2500 or 4000 as scheduled.
2	Spindles	Non rising, bronze or stainless steel with spindle nut either bronze or gunmetal
3	Handwheels	Direction of rotation for opening valves shall be clockwise when viewed from the top and appropriate wording must be embossed at the top indicating direction of "close" and "open" with arrow heads
4	Tests	Valves to be subjected to "closed end" and "open end" pressure tests to one and half times the working pressure. Valve body shall be tested to twice working pressure. Under all the tests, no leakage to occur
5	Paint	As in PF4
6	Other	<ul style="list-style-type: none">• Type B gunmetal trim• Valves should permit repacking of the gland whilst valve is under pressure• Factory test certificates to be provided with each valve• Rates in the schedule of quantities to include requirements to comply with specification

PF 2 REFLUX VALVES

Reflux valves shall, except where otherwise specified, be double flanged single door swing type and shall be fitted with gun metal seats and bronze hinge and clack pins. In the case of reflux valves to be mounted horizontally, the design shall be such that the gate rests against the seat in the absence of flow or of differential pressure, without the aid of springs or external counterweights. Reflux valves shall comply with the requirements of SABS 144 for working pressures as required for each application, but not less than 1600 kPa working pressure.

PF 3 AIR VALVES

PF 3.1 General

The materials and workmanship employed in the manufacture of air valves shall be of a similar standard to that set out in SABS 664 for waterworks pattern gate valves and they shall be provided with individual test certificates for each valve from the manufacturer; all valves are to be inspected, and the hydraulic tests witnessed, by an Inspector to be appointed by the Engineer, and the tendered rates for the valves shall include for making arrangements for independent inspections. The Inspectors' fee and recoverable expenses will be for the

account of the Employer, fees and expenses arising from abortive or repeat visits due to non-compliance with the specified requirements will be for the Contractor's account and will be deducted from amounts due to the Contractor.

PF 3.2 Types of Air Valves

Air Valves shall be standard types (epoxy coated flanges; stainless steel sleeve, bolts, nuts, studs etc), of the double orifice type, and shall be equal or similar to the "Vent-O-Mat" (RBX series: 50 mm dia valves: 050 RBXc2511; 80 mm valves: 080 RBXc1601) type in which a small orifice, manufactured from Grade 316 stainless steel and having a minimum orifice size of 2,0 mm diameter, shall be capable of releasing accumulations of air at all pressures throughout the specified working pressure range and shall be drop-tight at 0,5 Bar. The large orifice shall be suitable for admitting or expelling large quantities of air during emptying and filling of the pipeline. The opening of the valve (to atmosphere) shall be enclosed by a stainless steel mesh which has been fixed into the valve body to prevent the entry of small insects or vermin into the valve.

All welding of stainless steel shall be carried out in workshops dedicated to the fabrication of stainless steel products. Care shall be taken that the correct welding rods and approved welding procedures have been used for each application, and the Engineer shall have the right to request a certificate from the manufacturer in which the weld procedures used for the manufacture of valves supplied are stated.

All welds and weld beads, internal and external, shall be smoothed down by grinding and buffing. All stainless steel shall be pickled and passivated before the valve is assembled and tested.

PF 3.3 Testing

Each air valve is to be subjected to the following tests at the factory :

- (a) First, fill the valve with water and apply the factory test pressure through the inlet of the valve. Under this condition there shall be no weeping from any part of the valve.
- (b) Second, drain the valve and refill the valve with water and apply the maximum working pressure through the inlet of the valve and maintain for at least five minutes. Under this condition there shall be no loss of water from the valve.
- (c) Third, gradually reduce the pressure applied under (b) above to atmospheric pressure, empty the valve and refill slowly expelling the air through the valve until it is full of water. Raise the pressure to the minimum working pressure, maintain that pressure for at least five minutes and again there shall be no loss of water from the valve.
- (d) Fourth, maintain the minimum working pressure applied in (c) above, isolate the water inlet and introduce small amounts of compressed air into the valve without lowering the pressure in the valve. The lower float shall drop away from the upper float when sufficient air has accumulated in the valve. As soon as the accumulated air in the valve has discharged through the small orifice, the valve shall again close to a watertight condition. This process shall be repeated for at least five different pressures which are equally spaced between the specified minimum and maximum operating pressures, and the valve shall close automatically when all the air has escaped without any dribbling and shall have a drop-tight shut-off.

PF 3.4 Table of Particular Requirements for Air Valves

Scheduled Items			
Nominal diameter (mm)	80	80	25/50
Class	40	25	16
Flange Size and Rating	SABS 1123 Table 4000	SABS 1123 Table 2500	SABS 1123 Table 1600
Flange Drilling	SABS 1123 Table 4000	SABS 1123 Table 2500	SABS 1123 Table 1600
Factory Test Pressure (metres head of water)	800	500	320
Field Test Pressure (metres head of water)	as for pipeline	as for pipeline	as for pipeline
Working Pressure (metres head of water) :			
(a) Maximum	400	250	160
(b) Minimum	10	10	10

PF 4 PAINTING OF VALVES

PF 4.1 The cleaning and painting of valves as specified hereunder is to be carried out at the factory prior to despatch to site.

PF 4.2 All cast iron surfaces of every valve shall be prepared for painting to a thoroughly clean condition free of all grease and deleterious matter. Steel surfaces shall be prepared in accordance with Swedish Standard SIS 05 5900 for a Sa 2.5 finish.

PF 4.3 Internal surfaces shall then be treated with two coats of Copon Hicote 151E or other approved non-toxic epoxy resin paint to give a total minimum dry film thickness of 160 micrometres; both coats being applied within 48 hours of commencement of painting.

PF 4.4 External surfaces shall, immediately after cleaning, be treated with one of the following alternative paint systems :

(a) System 1 - for valves situated in underground chambers or exposed conditions.

Apply three coats of an approved epoxy coal tar paint to give a minimum total dry film thickness of 240 micrometres; all three coats being applied within 72 hours of commencing the first coat.

(b) System 2 - for valves situated in pump stations etc.

Apply one coat of zinc chromate primer followed by one coat of undercoat tinted where necessary, and a final coat of best quality gloss enamel. The total dry film thickness of the system shall be not less than 200 micrometres.

PF 4.5 Non-ferrous metal or stainless steel surfaces shall not be painted.

PF 4.6 After erection on site all valves shall be cleaned and the paint work refurbished where necessary to restore the condition to that at the time of leaving the factory.

PF 5 PAYMENT

The prices quoted for all valves are to include for independent factory testing of valves, which test will be witnessed by Inspectors appointed by the Engineer.

1.5 PARTICULAR SPECIFICATION: PES

ENVIRONMENTAL SPECIFICATION

PS EMPENVIRONMENTAL MANAGEMENT PLAN

The Environmental Management Plan and specifications are included under this section and must be adhered to in all respects.

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming. The following specifications must be adhered to in all respects:

PS EMP1

No natural vegetation, trees or crops may be damaged by the Contractor without the written approval of the Engineer. The Contractor must keep the site neat and free of refuse, etc. to prevent possible damage to crops or livestock.

The Contractor's construction activities shall be performed by methods that will prevent the entrance of, or accidental spillage of solid matter, debris, contaminants and other pollutants and wastes into streams and water-courses. Any dewatering for earthworks or structure foundations adjacent to or encroaching on streams or water-courses shall be conducted in a manner to prevent muddy or contaminated water from entering streams or water-courses by means of the construction of intercepting and bypassing ditches, barriers, ponds and other approved means.

Construction activities shall be performed in a manner to keep dust nuisance to a minimum by means of the application of sufficient water or other efficient measures wherever and as often as may prove necessary.

The cost for complying with the requirements regarding protection of the environment specified above shall be included in the rates tendered in the Schedule of Quantities for the various items of work and no additional payment will be made in this regard. The Engineer will be entitled to retain an amount of money, should a dispute between property owners and the Contractor arise. The balance of this money will be released as soon as the dispute is resolved. Should any of the above mentioned items not be complied with, the Engineer reserves the right to appoint another Contractor to rectify these matters. Costs for this work will be deducted from the payment of the Contractor for this Contract.

In order to reduce and control the release of airborne pollutants the Contractor shall ensure that:

- No fires are lit on Site to dispose of waste or for cooking.
- All loose material that could be blown about or into neighbouring properties by wind is secured.
- The spraying of formwork oils, paints and other toxic substances is limited to the application area.

PS EMP2

The Site Agent shall ensure that his team, including sub-contractors, comply with the environmental management requirements of this Contract.

PS EMP3

The Contractor may be required to submit a Construction Method Statement at the Site handover. Activities having an effect on the environment must be addressed in this Construction Method Statement. A list of possible activities is included below.

Possible activities having an effect on the Environment:

1. Collection, storage and disposal of solid waste
2. Collection, storage and disposal of liquid waste
3. Protection of indigenous plant species
4. Protection of natural water sources from liquid and solid wastes
5. Control of noise and dust
6. Security on site
7. Control of veld fires
8. Temporary storage of spoil, disposal of excess spoil and unsuitable materials and the importation of earthworks materials
9. Site clearance prior to construction
10. Felling of trees
11. Habitat restoration
12. Site reinstatement, removal of site offices and final site clearance

PS EMP4

In the event that the Contractor fails to comply with the Environmental Management Specifications, included in the Contract Documents, the following penalties will be imposed per incident:-

Unauthorised damage or removal of trees	R2,500.00
Failure to keep soil types separate during excavation and backfilling	R1,000.00
Failure to provide adequate portable chemical toilets	R500.00
Failure to comply with solid waste disposal requirements	R1,000.00
Failure to clean up litter at the end of each working day	R500.00
Failure to comply with dust prevention requirements	R1,500.00
Failure of Contractor and/or materials supplier to cover vehicle	R500.00
Failure to comply with noise, light or air pollution requirements	R500.00
Spillage of hazardous substances	R1,000.00

The Engineer will notify the Contractor of a breach of specification and supply a time period within which remedial action will need to be carried out. Should the time period elapse then the penalty will be imposed and the sum deducted from the following month's certificate.

At the time of tender the Contractor shall nominate two people who will be responsible for ensuring that the Contractor's team and sub-contractors comply with the environmental management requirements of this contract. While the positions are only part time, these staff members will be called upon from time to time to deal with any events that are not in compliance with the specifications.

**PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY
SPECIFICATION
FOR
DONNYBROOK BIOMASS FACTORY
CONTRACT NUMBER T 01 OF 2021/2022
MANAGED ON BEHALF OF
HARRY GWALA DEVELOPMENT AGENCY
(THE “CLIENT”)**

KEY ROLE PLAYERS

CLIENT

Principal Agent:

Civil Engineer

Quantity Surveyor

Land Surveyor

Mechanical Engineer

Environmental Control Officer

Health and Safety Agent

PRINCIPAL CONTRACTOR

Contracts Manager

Site Agent

H&S Officer

Other:

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1. LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer's Representative
LI	Labour Intensive
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
MSDS	Material Safety Data Sheet
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

2. DEFINITIONS

The definitions used will be those set out in the Construction Regulations, Gazette No 37305 of 7 February 2014 which are hereunder further emphasised with the following additions:

Client: Harry Gwala Development Agency

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

Designer: Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf.

Fall Risk: Means any potential exposure to falling either from, off or into

Hazard: Source of or exposure to danger

Hazard Identification and Risk Assessment (HIRA) and Risk Control:

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Agent:

Means any competent person who acts as a representative for the Client in managing the projects health and safety and who is registered with the South African Council for the Project and Construction Management Profession (SACPCMP).

Health and Safety Plan:

Means a site, activity or project specific documented plan in accordance with the Clients Health and Safety Specification.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Regulation/s:

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

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, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

3. KEY REFERENCES

- Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
- Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
- SANS Code 1921-6
- SANS Code 1200

4. INTRODUCTION

Harry Gwala Development Agency is responsible for the provision of adequate and reliable potable water and sanitation services within the district and takes cognizance that its current scope of works poses inherent risks to the health and safety of its agents and members of the public.

Each year fatalities, serious injuries and poor attitudes of Contractors mar the reputation of the Construction Industry. Harry Gwala Development Agency has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus, a high premium is placed on the health and safety (H&S) of Harry Gwala Development Agency stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the Harry Gwala Development Agency and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognizance of the above statement.

Harry Gwala Development Agency, as the Client and where there is an appointed H&S Agent on its behalf, shall provide a project specific Health & Safety Specification (PSHSS) for the project and provide the Principal Contractor/s making a bid or appointed to perform construction work for the project, or parts thereof.

4.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client viz. Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Land Surveyors), Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing.

The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated, or determined by Harry Gwala Development Agency) that are promulgated or accepted during the contract will automatically be applied.

Environmental management shall receive due attention as per the requirements of the Environmental Control Officer (ECO), but will be managed by the ECO directly.

4.2 Implementation of the Project Specific Occupational Health and Safety Specifications (PSHSS)

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor, and must be complied with.

This specification must be read in conjunction with the OHSA, Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the H&S plan and associated documentation.

The OHSA S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the H&S plan by the H&S Agent, or the responsible person in the Harry Gwala Development Agency.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S plan for approval. Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof. The H&S Agent will visit the project as deemed necessary by the Designer and the H&S Agent to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

Non-conformances will be issued and penalties or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Designer (or Client's responsible person) as determined at the commencement of the project.

4.3 Requirements at Tender Stage

Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

Adequate pricing for H&S is required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.

The PC shall ensure adequate information is submitted as supporting documentation with his completed Tender. Such information will be assessed against the criteria listed and a score provided to the Bid Award Committee (BAC) for consideration. Failure to provide such information could render the tender application non-responsive.

A project specific H&S Plan in response to this PSHSS will be subject to approval by the H&S Agent. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;

- Detailed technical method statements for approval by the Designer and appropriate risk assessments and safe work procedures for approval by the H&S Agent or Client:
 - Site establishment including:
 - Clearing and grubbing;
 - Exposure of services, power, telecommunication etc.;
 - Arrangements for hoarding, traffic accommodation;
 - Excavating
 - An emergency plan indicating how and where emergencies will be handled
 - Working at heights
 - Appointments of the following: Construction Supervisor; Construction Health and Safety Officer; Risk Assessor; Fall Protection Plan Developer; First Aider.
 - An organogram of the site relationships showing at least the above appointments

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Designer/Client is required before work on that aspect or activity can commence. The H&S Officer is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously. Penalties will be applied should this not be adhered to, and deemed a serious offence.

5. GENERAL REQUIREMENTS

5.1 Summary of Risks identified during Design

The intention of the summary of findings from the design risk assessment is to highlight the residual risks identified during the design phase. The summary of risks provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project.

The design risks and the management thereof should be included in the Principal Contractors (PC) risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.

The Contractor is herein advised that no other residual risks remain which the designers judged as significant and unusual other than those risks that a competent Contractor can reasonably be expected to know or deduce from the documents prepared for this project and supplied to them.

5.2 Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, material safety data sheets (MSDSs) need to be considered prior to all selections.

PRODUCTS or SUBSTANCES	POTENTIAL HEALTH OR OTHER RISKS
Cement	<ul style="list-style-type: none"> • Hand mixing may occur, 50kg bags are an ergonomic risk from handling. • Pumping of concrete may produce extensive vibration, extended hours of work, and potential eye, skin and respiratory irritant from dust exposure, chromates.

PRODUCTS or SUBSTANCES	POTENTIAL HEALTH OR OTHER RISKS
Cement/Silica dust	Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry resulting in occupational respiratory health illness or disease
Petrol/diesel/lubricants	Potentially a fuel bowzer on site. Fire, spillage, fumes
Adhesives	Used as a bonding agent and may result in contact Dermatitis and occupational respiratory illness or disease from prolonged exposure
Plaster/mortar/screeds	Contact with products may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure
Sealants/joint fillers	Contact with products may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure
Welding fumes	Inhalation of fumes may result in occupational respiratory illness or disease from prolonged exposure
Lime	The product is classified an irritant, irritating the respiratory system, skin and risk of serious damage to eyes. In contrast to the powder itself, the product, when diluted with water, can produce severe skin damage in humans, (<i>alkaline burns</i>), especially if prolonged skin contacts takes place.
Paints	Contact with different paints may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure

6. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

6.1 Structure and Organization of H&S Responsibilities

6.1.1 Notification of Commencement of Construction Work

The Client shall notify the Provincial Director of the Department of Labour (DoL) in writing, in the form of the Annexure 1 in the CRs for all projects requiring a work permit in terms of CR 3.

The PC who intends to carry out any construction work other than work noted in CR 3 shall notify the Provincial Director in writing in the form of the Annexure 2. This shall occur after the award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided and kept in the H&S file. Work will not commence without the Notification being correctly completed and signed by the Client and proof of receipt by the Department of labour received. The Notification shall only be signed by the Client following the approval in writing by the H&S Agent, or the Client.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure 1/2 must be submitted to the Department of Labour. The completion date is to include the defect and liability period. A copy of the notification form and any further submissions/correspondence must be kept in the H&S file.

6.1.2 Health and Safety Plan Framework

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan as they play a role in reducing the overall risk of a particular activity, or section of the project. The H&S Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following:

- The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency personnel and equipment (fire, first aiders, first aid posts);
- Protection of plant and pedestrians, indicate parking, and
- Storage areas (materials and equipment, waste etc.)
- Access and egress to site for deliveries and intended temporary traffic management
- Emergency assembly point

Such layouts are to be updated regularly throughout the project.

6.1.3 Appointment of Competent Site Personnel

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Contract Manager (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the H&S Officer.

The Occupational Health and Safety Plan shall include the following, but is not limited to the following key appointments:

6.1.4 Construction Supervision

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Curriculum Vitae (CVs) are to be submitted for approval by the Designer, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

6.1.5 Construction Health and Safety Officer

The PC will employ at least one competent, full-time or part time H&S Officer for the duration of the contract depending on the nature of the hazards on site and subsequent risks. The H&S Officer's CV is to be submitted for approval by the H&S Agent or the Client, at time of tender. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least Grade 12, SAMTRAC/NEBOSH/Diploma in H&S qualifications or similar together with additional appropriate short courses (ie. Fall Protection Developer, Risk Assessor, Basic Firefighting and First Aider Level 1) with exposure to civil engineering and building that is appropriate given the level of project complexity and registration with SACPCMP. An in-depth knowledge of legislative requirements and the application thereof is required. The site supervisor may not act as the H&S Officer.

The H&S Officer/s will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the H&S Officer at all times;
- No new workers or Contractors may commence work without approval or following the H&S plan as submitted, and
- No inductions of Contractor staff until the H&S documentation is approved by the H&S Officer.
- The H&S Officer/s may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the H&S Agent/Client and the H&S Officer. An example of the monthly report is attached as an *Annexure D*.

The H&S Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. A list of the typical aspects that should be provided is available as *Annexure B* to this document. The PC is to ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.

Failure to do so will be considered a serious offence and penalties applied.

6.1.6 Traffic Safety

The H&S Officer will be responsible for ensuring that daily traffic management is adequately managed and additional care must be taken where workers and public interface.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No canopies may be used.

Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed.

Penalties will be issued for non-compliances noted.

6.1.7 Health and Safety Representatives and H&S meetings

H&S Representatives representing workers and Contractors are to be appointed following the startup of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the H&S Officer and site management in meeting legislative duties.

The H&S Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the H&S Agent audits are to be discussed, as well as all H&S related issues.

Minutes are to be kept for all H&S interventions and meetings. Failure to do so will be deemed to be a moderate offence.

6.1.8 Appointment of Competent Contractors

The Principal Contractor is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The H&S Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- No Contractor may work under the PCs Compensation registration number. If required the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatary agreements between parties in place.

The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc). Cognisance is to be taken of the level of risk involved and the H&S Officer is to ensure the level of H&S documentation is appropriate:

- Mandatary agreements in place
- Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:
 - Load testing and registers for cranes or lifting devices
 - Medical certificates of fitness
 - Material Safety data sheets (MSDSs)

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped and penalties implemented.

7. GENERAL RISK MANAGEMENT

7.1 Health Risks and Medical Surveillance

The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. Many of the processes may be labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, and physical risks from extended periods of work of a repetitive nature, materials specified and the general nature of the works.

All workers (including those of Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work.

Full medical records are not to be placed in the H&S file. Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems; and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests); and
- Any other tests identified as relevant from chemical or specifically identified risks of exposure

Failure to do so will be considered a serious offence.

7.2 Noise Risks

All plant from plant hire companies (suppliers) or that of the PC is to be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested at the Contractors or PCs expense. Failure to do so within a reasonable time period will result in such plant being removed from site.

Audiometric testing of all workers is noted as required in the medical surveillance programme for all permanent workers prior to work commencing. Temporary labour working in identified noise areas will require testing if the noise levels are indicated on plant or through processes as greater than 85dB. Audiometry records are to be available in the H&S file.

Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 dB.

Failure to do so will be considered a serious offence.

7.3 Emergency Procedures

A simple emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The procedure shall detail the response plan in relation to the works, and include at least (*but are not limited to*) the following key elements:

- Appointment of a competent emergency response co-ordinator
 - Site Camp Fire;
 - Public injury, Motor vehicle accidents;
 - Falls from heights;
 - Serious injury to workers (medical or work-related); and
 - Any other major risks identified during risk assessments

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

7.4 First Aiders and First Aid Equipment

At least 1 first aider will be trained to Level 3. First aiders shall be available and accessible on site at all times, and be able to work as a team when responding to any emergency on the project.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers

Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access on site.

7.5 Fires and Emergency Management

The emergency plan is to include the risk of fire on site and related to any specific activities where gas, welding, cutting etc. occur.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers. Hot work permits are required for any such activities.

7.6 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Designer /Client /H&S Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

7.7 Personal Protective Equipment (PPE) and Clothing

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company.

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- Hard hats;
- Protective footwear;
- Overalls that ensure worker visibility;
- Eye protection;
- Hearing protection;
- Reflective jackets (no bibs)
- Respiratory protection (minimum of FF2), and
- Any other necessary PPE identified from MSDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedure for managing PPE is to be in a formal procedure submitted with the H&S plan for approval.

Any person (*including Client, Designers etc.*) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn.

Failure to comply will result in penalties being applied.

7.8 Occupational Health and Safety Signage

On-site H&S signage is required. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required.

Temporary signage is to include (*but not be limited to*) the following:

- 'Report to site office' / 'Warning: Construction Site – Keep out' or similar;
- 'Site office' (if relevant);
- 'hard hat area' or other PPE requirements noted;
- First aid box positions (*including vehicles*); and
- Fire extinguishers.

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

Failure to comply will result in penalties being applied.

7.9 Induction of Employees and Visitors, General H&S Training

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (*including Client, Designers*) to the site.

Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. A record of inductions and pre-task training is to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a penalty issued per non-compliance.

7.10 Management of Plant and Equipment

Close control of plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at the H&S Agent's/Client audit. All daily inspection records are to be kept in the H&S file or Contractors where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, medically fit plant operators are to be used. Medical certificates of fitness are required for all operators. Any plant or slings used to lift plant or material require annual load

testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

Failure to do so will be considered a serious offence.

7.11 Excavations

A procedure for managing excavations is to be provided as an addendum to the H&S plan describing how excavations are to be managed.

Excavation method statements are to be approved by the Designer and associated risk assessments are required. Designs by competent persons are required where ground conditions are deemed to require shoring.

A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions are to be checked daily and prior to work commencing.

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Danger tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in the vicinity of members of the public.

Work will be stopped and penalties applied to any work in excavations that is not compliant.

7.12 Working at heights

A Fall Protection Plan (FPP) is to be available and supplied as an addendum to the H&S plan. The FPP must be appropriate for the project. Method statements, appropriate risk assessments, safe work procedures and training are to be available prior to work commencing.

Construction drawings shall be required for all temporary structures as they relate to the project. The drawings shall be accompanied by full calculations, design loads and any relevant test results as required by the SANS code, and ensure adequate allowance for the development of appropriate documentation and training. All drawings are to be checked and signed by a competent structural engineer (registered with ECSA).

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

- SANS 10085
- SANS 50355
- SANS 50361
- SANS 50355

Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan. The plan is to be developed by and work managed by a competent person for the duration of the project. The following aspects must be included:

- The public are to be protected at all times by way of hoarding, barricading or fencing
- Notices to be posted
- Restrictions or stoppage when weather conditions are deemed hazardous
- Permit system for working at heights
- Prevention of falling tools or equipment
- Link to emergency plan regarding rescue

All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance.

Registers and all relevant documentation are to be placed in the H&S file.

Work will be stopped and penalties applied to any work at heights that is not compliant.

7.13 Cranes and lifting equipment

Should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

7.14 Temporary Works (Scaffolding, support work, formwork)

Temporary works must be properly designed and signed off by a competent person who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and H&S Agent. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Designer/H&S Agent.

Failure to do so will be considered a serious offence.

7.15 Auditing

Frequency of external auditing by the H&S Agent or Client will be as agreed with the Client and Designer but will at least conform to the requirements of the Construction Regulations. The site will be inspected and the documentation audited relative to the activities and H&S plan. The H&S Officer of the PC must accompany the Client, or the H&S Agent, on all audits and inspections. Not all audits will be, or need be announced.

The PC will ensure that all their Contractors are audited at a frequency determined by the H&S Agent or Client. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, Designer or H&S Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available, the format of the audit reports are to be acceptable by the H&S Agent.

The PC will be audited using a template as supplied in the tender document. The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site. Compliance with legislative requirements and

the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

Failure to address findings or non-conformances will be considered a serious offence.

7.16 Mechanical installations

All mechanical installations are to be carried out in conformity with the manufacturer's instructions. Method statements and risk analyses must be compiled for each type of installation. A competent person must be designated to supervise the work.

7.17 Communication on Site

All H&S communication during the project between the H&S Agent and the PC will be done through the Engineering Consultant and be in writing, including the issue and responses to non-conformances and H&S audit results.

Failure to address issues timeously will be considered a serious offence.

7.18 Care of Workers on Site (Welfare)

Adequate toilets, clean, safe drinking water and decent shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Hand washing facilities will be provided. Arrangements made where existing facilities are shared with existing users must be made in writing and placed in the H&S file.

Failure to ensure compliance will be considered a serious offence.

7.19 Discipline, Alcohol and Substance Abuse

All employees (management included) are to follow instructions given in the interest of H&S. A disciplinary procedure is to be developed and disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or Engineer.

7.20 Electrical Equipment

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use. Method statements and safe work procedures will be required for all work involving electrical apparatus.

7.21 HIV and AIDS Programme

The PC shall reduce the risk of transfer of HIV between and amongst construction workers and the local community, raise awareness amongst construction workers of the risk of infection with HIV, promote early diagnosis and assist affected individuals to access care and counselling by:-

- making condoms that comply with the requirements of SANS 4074 available for the duration of the contract to all construction workers at points on the site which are readily accessible and suitably protected from the elements
- either by placing and maintaining HIV/AIDS awareness posters of the size not less than an A1 in areas which are highly trafficked by construction workers or providing construction workers with a pamphlet in languages largely understood by the construction workers which reinforces the outcomes of the HIV/AIDS awareness programme
- encouraging voluntary HIV/STI testing
- providing information concerning counselling, support care of those that are affected

7.22 Safety Conflict

Where any conflict exists between the requirements of this PSHSS, the Site Rules or Statutory Requirements/Regulations the higher standard must apply unless such conflict is brought to the attention of the Client or H&S Agent and a direction provided. The PC is deemed to have allowed for the higher standard.

The PC is legally responsible for ensuring that he conforms to all applicable aspects of the Occupational Health and Safety Act 85/1993 and Regulations (OH&S Act) and other relevant Acts and Regulations. If in dispute with the PSHSS and other legislation the most stringent requirement must apply.

8. HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (*but not be limited to*) as part of the index:

- The PSHSS;
- The H&S Plan and the approval by Client;
- Appointment by Client;
- Mandatary agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;

- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Material Safety data sheets
- Medical surveillance records;
- Registers; and
- Records of audits, minutes etc.
- Plant lists
- Temporary electrical installations
- Employee records (*who is on site*)

9. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	

9.1 Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the Principal Agent (PA), shall be sufficient cause for the PA to apply penalties as follows:

- A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.

- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the PA. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

10. MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

Item and Unit

C.01 Preparation of Contractor's Project Specific Health and Safety Plan. (Lump Sum (L.S))

The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document.

C.02 Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Lump Sum (L.S))

The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following

- (a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure 2 to the Regulations.
- (b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.
- (c) The Client has approved the Principal Contractor's project Health and Safety Plan.
- (d) The Principal Contractor has set up his Health and Safety File.

C.03 Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Month (Mth))

The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and Regulations which are mainly a function of time. Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit. This will include the updating and administration of the Health and Safety file.

C.04 Provision of Personal Protective Equipment (PPE) as listed in the Bill of Quantities. (Number (No))

The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub-Contractors are responsible for their own costs in this regard. Any items of PPE not included on the list will be paid for only after the PA has agreed to their acquisition.

Items listed will include, among others which may be noted, are: hard hats, reflective vests, high visibility overalls, protective foot wear, fall arrestor harness, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for.

Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

C.05 Provision of a Full/Part Time Construction Health and Safety Officer (Month)

The Tender sum shall include for the cost of a Construction Health and Safety Officer on a fulltime or part time basis.

C.06 Costs of Medical Surveillance (Unit (No))

This item shall covers all costs in involved in the obtaining of baseline medical examinations of temporary labour, including operators for mobile plant as contemplated in CR 23(d) (ii); for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated.

Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating.

C.06 a) Initial (baseline) medical examinations, including audiometric and lung function testing.

C.07 Induction Training (Unit (No))

This item shall cover all costs incurred for the health and safety inductions as set out in Regulation 7 of the Construction regulations and the proof of induction required. Payment will be made on the figures contained in the induction section of the Health and Safety File.

C.08 Provision of First Aid Boxes. (Unit (No))

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes.

C.09 Establishment of noise levels (Unit (No))

This item shall cover all costs involved in the establishment of noise zones in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last two years, the test need not be repeated but must be kept valid for the duration of the Contract.

C.10 Submission of the Health and Safety File. (Lump Sum)

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion

ANNEXURE A

H&S Agent audit sheet EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT

PROJECT NAME:	
CONTRACT NUMBER:	
HEALTH AND SAFETY AUDIT No:	
CONDUCTED BY :	
DATE :	

EXECUTIVE SUMMARY

INTRODUCTION AND OVERVIEW

Scoring:

The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

Scoring schedule	
If the answer is "No" the rating will be 0	
If the answer is 'not applicable' it will be noted as n/a	
If the answer is "Yes" the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceeds expectation

Key Abbreviations:

Health and Safety	H&S	Driven Machinery Regulations	DMRs
Occupational Health	OH	Regulations for Hazardous Chemical Substances	RHCSs
Construction Regulations	CRs	Pressure Equipment Regulations	PERs
General Safety Regulations	GSRs	General Administration Regulations	GARs
Explosive Regulations	ERs	South African National Standards	SANS
Noise Induced Hearing Loss Regulations	NIHLs	South African Road Traffic Safety Manual	SARTSM

Facilities Regulations	FRs		
South African Bureau of Standards	SABS		
Occupational Health and Safety Act	OHSA		

Provide a summary of site inspection, significant findings of the site inspection and the audit.

CORE LEGAL RECORDS ON SITE:

This list is not conclusive – to be updated monthly relative to works in progress. However the H&S Officer is to be pro-active and pre-empt requirements with the Construction Supervisor (Site Agent). The content will be linked to the physical conditions, processes and activities noted on site, or programme.

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
1.		Updated project H&S Organogram					
2.	OHSA S. 16 (1) and (2)	CEO and subordinate (if required) • Proof of Competency provided					
3.	CR 8 (1) and (2)	Designation of Construction Manager and Subordinate Person(s) • Proof of Competency provided					
4.	OHSA S. 17; GAR 7	• H&S Representatives appointed • Monthly inspections completed • Representation from Contractors					
5.	OHSA S. 18; GAR 5	• H&S Committee appointed • Minutes on file • H&S representatives reports discussed • Incidents discussed • Signed by Chair • Evidence of minutes noted					
6.	GAR 4	Copy of OH&S Act (Act 85 of 1993)					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		available on site					
7.	CR 5(j); 7(c)(iv)	Written proof of registration / Letters of good standing available on Site					
8.	OHSA S.37.2	Copy of the Mandatary (S37.2) agreement between the PC and Client					
9.	OHSA S.37.2	Mandatary agreements between PC and contractors					
10.	CR 3(1); 4(1)	Notification to Provincial Director – Annexure 1/2 Available on site					
11.	CR 5(1)(m) 7(1)(b)	<ul style="list-style-type: none"> • Copy of Principal Contractor's Health & Safety Plan Available on request. • Letter of approval from Agent. • Health & Safety File opened and kept on site (including all documentation-required in respect of the OHSA & Regulations) • Available at all times 					
12.	CR 7(1)(b)	Copy of Principal Contractor's Health & Safety File provided to Contractors <ul style="list-style-type: none"> • Letters of approval for each contractor on file • List of Contractors on site 					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<ul style="list-style-type: none"> • Verified monthly by Agent 					
13.		Copies of technical method statements approved by Designer <ul style="list-style-type: none"> • Register available, signed by Designer 					
14.	CR 9(1) OHSA CR 9(3)	Risk Assessments: <ul style="list-style-type: none"> • Up to date and available on site for inspection • Review and monitoring programme adhered to • Workers trained in risk assessments 					
15.	CR9(1)(c)	Safe work procedures Procedure <ul style="list-style-type: none"> • List of available SWPs • Workers trained in SWPs • Proof of training verified 					
16.	OHSA S. 13 CR 7(5)(6)	Induction programme available <ul style="list-style-type: none"> • Proof of induction training available 					
17.	CR 6(1)(2)	Structural information from Designer: <ul style="list-style-type: none"> • Geo-science technical report • Design loading of the structure 					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<ul style="list-style-type: none"> • Methods & sequence of construction • Design risk assessment • Amended H&S Specification • Temporary Works Design 					
18.	CR 12(1)(3)	Temporary Works <ul style="list-style-type: none"> • Appointment of temporary works designer • Proof of Competency provided • Approved temporary works drawings • Temporary work inspection register • Competencies of erectors of temporary works • Construction method statements 					
19.	CR 13(1)(2)	Excavations: <ul style="list-style-type: none"> • Competent persons appointed • CVs available • Depth of excavations on site • Shoring in use • Registers in line with open excavations noted at site inspection 					
20.	CR 13(f) GSR 13A	Ladders: <ul style="list-style-type: none"> • Competent person appointed • Registers kept • Registers for ladders noted on site. 					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
21.	CR 16(1)	Scaffolding: SANS 10085 <ul style="list-style-type: none"> • Competent Erector(s) and Inspector appointed • Proof of Competency provided • Registers in place 					
22.	CR 23	Construction Vehicles: <ul style="list-style-type: none"> • Appointment of competent operators • Plant Management: • Registers on file noting daily inspections • Plant and machine lists available • Inadequacies noted on site • Transportation of workers • Registers for sample of vehicles noted on site 					
23.	CR 24	Temporary Electrical Installations and Machinery <ul style="list-style-type: none"> • Competent Person appointed • Proof of Competency provided • Updated weekly installation inspection registers in place • Updated daily inspection registers in place 					
24.	CR 25	Flammable Liquids: <ul style="list-style-type: none"> • Competent Person appointed for inspections • Proof of Competency provided • Inspection registers in place. 					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
25.	CR 27, ER 6 GSR 8	Housekeeping, Stacking & Storage Supervisor: <ul style="list-style-type: none"> • Appointed per work area • Proof of Competency provided • Include site conditions • Spoil areas • Register available per area 					
26.	GSR 2	PPE: <ul style="list-style-type: none"> • included in Risk Assessment • PPE used and enforced • Records of Issue kept • Training to use (Induction) • Registers for condition checks 					
27.	RHCS s CR 7; 23 GSR 4	Hazardous Chemical Use and Storage <ul style="list-style-type: none"> • Competent Person/s appointed • Proof of Competency provided • Risk Assessments include use of HCSs • Register of HCS kept/used on Site • Flammable Store • Bulk diesel storage • Material Safety Data Sheets on file and utilised • Other 					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
28.	GSR 3	Emergency management: <ul style="list-style-type: none"> • First aiders available through project • Level 1 • First aid boxes through site • Evacuation procedures • Registers available (noted on site) 					
29.	GAR	Incident Management: <ul style="list-style-type: none"> • Emergency co-ordinator appointed • Proof of Competency provided • Emergency plan appropriate • Emergency level included in Risk Assessments • Workers trained • Incident reports available and complete 					
30.	CR 1 (g), 7(8)	1.5.2 Medical Surveillance Programme <ul style="list-style-type: none"> • All employee records 					
31.	CR 30/ FRs	Welfare Facilities: <ul style="list-style-type: none"> • Toilets available where crews are working/clean • Clean potable water available • Adequate eating facilities 					
32.	SANS 1921-6	1.5.3 HIV AND AIDS					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		PROGRAMME <ul style="list-style-type: none"> • HIV and AIDS Policy and plan available • Condoms available • Peer review programme available • Ongoing training of workers 					
29.		Other					

RESPONSIBILITY	SIGNATURE	DATE
H&S AGENT SIGNATURE:		
PC SIGNATURE:		
DESIGNER SIGNATURE:		
CLIENT SIGNATURE:		

ANNEXURE B CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) List of all employees employed on a permanent or contractual basis over the duration of the contract
- f) Notification to Department of Labour of commencement of work
- g) Letters of Good Standing for the Project
- h) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - All employees employed on a permanent or contractual basis over the duration of the contract
 - Letters of Approval of Contractors
 - Mandatary Agreements
 - Letters of Good Standing
 - Appointments
- i) Incident Records
- j) Non- Conformance records
- k) Agent's Audits
- l) Method Statements
- m) Risk assessments
- n) Safe work procedures
- o) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- p) All drawings for temporary structures (suspended beams/scaffolds etc)
- q) All operating manuals for any systems that require ongoing maintenance
- r) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.

A copy drawing records for the as-builts are to be placed on file by the Designers once complete.

**ANNEXURE C
NON CONFORMANCES**

HEALTH AND SAFETY SITE INSPECTION NON CONFORMANCE NO		
AGENT:	PROJECT:	
Consultant:	Date and time:	
Client	Area:	
Contractor:		
ASPECTS NOTED:	COMMENTS:	COMPLETION REQUIRED BY (DATE):
	•	
	•	
	•	
	•	
	•	
PHOTOGRAPHIC EVIDENCE (if available):		
OTHER:		
The following penalties are to be applied:		
Signature of Designer		
Signature of H&S Officer/Site Agent		
Signature: of H&S Agent		

ANNEXURE D:**CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT**

(To be submitted by the end of the first week of each month and be available with each audit)

CONTRACT NUMBER:		PROJECT NAME:	CONTRACT DETAILS:
1	GENERAL ACTIVITIES FOR THE MONTH (detail each area of work)		
2	NUMBER OF WORKERS (permanent and local, contractors)		
3	TRAINING DONE (supplier, no of people, type)		
4	INCIDENTS / ACCIDENT (list number and details, attach reports)		
6	NON-CONFORMANCES (closed out or active)		
7	CONTRACTORS (list, approval status)		
8	AUDITS COMPLETED (internal and external)		
9	CRITICAL ISSUES		

10	GENERAL	

H&S Officer	Signature	Date:
Site Agent		
_____	Signature _____	Date: _____

**ANNEXURE E
RISK ASSESSMENT FORMAT**

ACTIVITY		RA No.		Rev No.	
CONTRACT		DATE WRITTEN		REVIEW DATE	
	WRITTEN BY	REVIEWED BY			APPROVED BY
NAME					
SIGNATURE					

RISK REF	ACTIVITY	POTENTIAL HAZARD	RISK	S	H	E	RISK EVALUATION	PURE RISK	CONTROLS MITIGATION	EFFECTIVENESS OF CONTROLS	RESIDUAL RISK	RESIDUAL RISK RANKING
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Severity Criteria

Weight No	Hazard Description	Environment	Safety/Health
16	Catastrophic	Irreversible ecological damage	Multiple fatalities due to injury or occupational disease
8	Major	Reversible ecological damage with potential long term impact	Fatality or number of disabilities/disabling diseases
4	Moderate	Ecological disturbance, can be rehabilitated	Disabling injury or occupational illness
2	Minor	Short-term ecological impact. Requires intervention	Minor injuries or exposure requiring medical attention
1	Insignificant	Low impact, natural rehabilitation	First Aid treatment required

Frequency Criteria

Weight No	Hazard Description	Frequency
1	Rare	Less than once every 2 years
2	Infrequent	Every 1-5 years
3	Frequent	Multiple times per year
4	Often	Monthly
5	Consistent	Weekly/Daily

Exposure Criteria

Weight No	Hazard Description	Environmental Exposure	Safety/Health Exposure
1	Minimal	Incident site	A few of the workforce minimal time
2	Restricted	Localised	A few of the workforce, some of the time/some of the workforce minimal time
3	Local	Construction Site Wide	Some of the workforce, some of the time
4	Widespread	Immediate neighbours	Most of the workforce, some of the time/some of the workforce most of the time
5	Extensive	Community exposure	Most of the workforce, most of the time

**ANNEXURE F:
BILL OF QUANTITIES FOR OCCUPATIONAL HEALTH AND SAFETY**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
C.01	Preparation of the Contractor's site specific Health and Safety Plan	lump sum			
C.02	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	lump sum			
C.03	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	month			
C.04	Provision of Personal Protective Equipment (PPE)				
	(a) Reflective vests	No			
	(b) Hard hats	No			
	(c) Protective foot wear	No			
	(d) Earplugs	No			
	(e) Dust masks	No			
	(f) Gloves				
	(h) Ear Defenders SABS approved	No			
C.05	Provision of a full time Construction Health and Safety Officer	month			
C.06	Cost of medical certificates and medical surveillance				
	(a) Initial (baseline) medical examinations	prime cost (PC) sum			
	(b) Periodic and exit examinations	prime cost (PC) sum			
	(c) Contractor's charges to allow for handling costs and profit in respect of sub items 13/X.06 (a) and (b)	%			

C.07	Induction training	No			
C.08	Provision of First Aid Boxes to GSR requirements	No			
C.09	Noise monitoring				
	(a) Establishment of noise zones (plant)	No			
	(b) Audiograms (personnel)	No			
C.10	Submission of a Health and Safety File	lump sum			

ANNEXURE G

HARRY GWALA DEVELOPMENT AGENCY

HEALTH AND SAFETY (H&S) PRE-TENDER REPORT

Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

The following requirements were set in the tender documentation and have been utilized to assess the completeness of the documentation presented with the submission of tenders. These requirements fulfil the requirements of the Client in terms of the Construction Regulations, Regulation 5(1)(h). They are to be read in addition to the Act and Regulations but are not a substitute for them.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

The following scores have been used to determine compliance with the pre-tender requirements:
Scoring as follows:

Not supplied or not adequate **0**
Supplied and complete **1**

If the tenderer has not completed any projects then Items 4 and 5 need not be supplied. A letter to this effect must be attached.

Tenderers are required to achieve a minimum of 10 out of a total of 17 for their tenders to be considered.

Legal or Specification Reference	Pre-Tender Requirement H&S	Tenderers Response	Max Score	Actual Score
Construction Regulations (CRs) 7(1)	1. A project specific H&S Plan in line with this project specification which will support the CRs, therefore the information submitted needs to be complete and as close as possible to the final product. See check sheet		1	
CRs 5(1)(g)	2. Adequate pricing for H&S is also required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.		1	
CRs 5(1)(h)	3. A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;		1	
	4. At least one copy of minutes of previous Occupational Health and Safety Committee meetings;		1	

	5. Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer		1	
CRs 9(1)(b)	6. Detailed technical method statements for approval by the ER and for approval by the H&S Agent: a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layouts		1 1 1 1	
CRs 9(1)	7. Appropriate risk assessments: e. Site establishment; f. Clearing and grubbing; g. Construction of offices and accommodation, and h. Proposed site layout		1 1 1 1	
CR 9(1)	8. Appropriate safe work procedures i. Site establishment; j. Clearing and grubbing; k. Construction of offices and accommodation, and l. Proposed site layouts		1 1 1 1	
	FINAL SCORE		17	

ANNEXURE H

TENDER STAGE OHS PLAN EVALUATION

Tenderers will be scored on their response to various facets of the Health and Safety Specification in the Tender Document. Failure to achieve a score of 60 % will render the tender non-responsive				
Proof of the evaluation must be given under the remarks column				
1	General	Is the Specification Project Specific? If not then score is 0.		
	Scoring	Response present and satisfactory	1	
		Not present	0	
OHS Act/regulation	Specification Section	Description	Max Score	Score
8(1)	6.1.4	Construction supervisor	1	
8(6)	6.1.5	Construction Health and Safety Officer	1	
	7.1	Health Risks and Medical Surveillance		
NIHLR	7.2	Noise Risks	1	
	7.3	Emergency Procedures		
GSR 3	7.4	First Aiders and First Aid Equipment	1	
CR 27	7.5	Fires and Emergency Management	1	
GAR 8	7.6	Incident Management and Compensation Claims	1	
GSR 2	7.7	Personal Protective Equipment (PPE) and clothing	1	
GSR 2B	7.8	Occupational Health and Safety Signage	1	
CR 7 (5)(6)	7.9	Induction of Employees and Visitors, General H&S Training	1	
CR 23	7.10	Management of plant and equipment	1	
CR13	7.11	Excavations	1	
CR 10	7.12	Working at Heights	1	
CR 8	7.12	Fall protection plan	1	
CR 22	7.13	Cranes and lifting equipment	1	
CR 12	7.15	Temporary works	1	
CR5(1)(0)	7.18	Auditing	1	
DMR/GMR	7.19	Mechanical installations	1	
OHSA 8(2)(j)	7.20	Communication on Site	1	
CR 30	7.21	Care of Workers on Site (Welfare)	1	
	Additional requirements			
	6.1.3	Declaration of competency	1	
Cr 9 (1)		Method statements (SWPs)		
		a) Site Establishment	1	
CR5(1)(g)		Has pricing for OHS been allowed for?	1	
		TOTAL SCORE	22	0
		TOTAL PERCENTAGE		0.00
If a section is not applicable then it must be deleted from the score sheet and the total score reduced				

ANNEXURE I

AGREEMENT IN TERMS SECTION 37.2 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT is made at _____ on this the _____ day of _____ in the year _____ between HARRY GWALA DEVELOPMENT AGENCY (*hereinafter called "the Client"*) of the one part, herein represented by _____ in his capacity as _____ and delegate of the Client in terms of the Client's standard powers of delegation.

and _____

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

_____ in his capacity as _____

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Client is desirous that certain works be constructed, viz **CONTRACT NO.** _____, and has accepted a tender by the Mandatary for the construction, completion & maintenance of such works and whereas the Client and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract;
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined in terms of the Form of Offer and Acceptance, or other date decided upon, in the Contract Data, to either;
 - a) The date of the final certificate issued or as contained in this Volume _____ of the contract documents pertaining to this Contract, or
 - b) The date of termination of the Contract;
- 3 The Mandatary declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i. Section 8: General duties of clients to their employees;
 - ii. Section 9: General duties of clients and self-employed persons to persons other than employees;
 - iii. Section 10: General duties of manufacturers and others regarding articles and substances for use at work;
 - iv. Section 37: Acts or omissions by employees or Mandatories, and
 - v. Sub-section 37(2) relating to the purpose and meaning of this Agreement.

- b) The Contractor shall ensure that he familiarises himself with the requirements of the Clients health and safety specification developed for the project, and that he, his employees and any other Contractors employed during the project comply with them. The Contractor shall ensure that all health and safety documentation required as part of the health and safety plan is maintained for the duration of the project.
- 4 In addition to the requirements of conditions of contract (as amended by the Contract Data of the contract documents pertaining to this Contract), the Mandatary agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his Contractors, whether or not selected and/or approved by the Client.
6. The Mandatary warrants that all his own and his Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 as amended, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Client upon signature of the agreement.
7. The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective clients will at all times comply with the following conditions:
- a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Client. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Client.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Client. The Client must further be provided with copies of all written documentation relating to any incident.
 - c) The Client hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his Contractors.
 - d) The Mandatary shall conduct such risk assessments, method statements and safe work practices as may be necessary during the course of the contract and shall ensure that all staff are informed of these. Proof of this shall be placed in the project Health and Safety file.
 - e) Adherence to the Contractor's Health and Safety plan must be enforced including the application of penalties for non-conformance as set out in the Client's Health and Safety Specification.

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

SIGNED FOR AND ON BEHALF OF THE CLIENT:- _____

WITNESS SIGNED:- 1. _____ 2. _____

NAME (IN CAPITALS) 1. _____ **2.** _____

SIGNED FOR AND ON BEHALF OF THE MANDATARY:- _____

WITNESS SIGNED:- 1. _____ 2. _____

NAME (IN CAPITALS) 1. _____ **2.** _____

PART C4: SITE INFORMATION

INDEX

<i>PART C4: SITE INFORMATION</i>	<i>SI 191</i>
1.1 locality plan	SI 191
1.2 Site of Works and Site Conditions	SI 191
1.3 Limitations	SI 191
1.4 Conditions on Site: Geotechnical Report	SI 193
1.5 Geotechnical Report	SI 194

PART C4: SITE INFORMATION

1.6 Locality plan

All necessary information will be provided with the appointment of the successful contractor or bidder.



1.7 Site of Works and Site Conditions

The site conditions at the proposed pump station are detailed below:

Site Conditions	Specific Details
Altitude above sea level	Maximum 1256 m
Ambient temperatures	Maximum : 40°C Minimum : 4°C 24 hour Average Max : 30°C
Maximum relative humidity	100%
Environmental atmosphere	Humid with high salt content, severely corrosive.
Lightning	Severe

1.8 Limitations

The following limitations characterise the site of the pipeline construction

- Extra care will have to be exercised with regards the activities of the Contractor's labour while they are on site to ensure that there is no undue damage to private property as a result of construction activities.

- The Contractor will require to ensure that the insurances for the works cover any damage that may occur to private properties as a result construction activity.
- Should there be any claims against the contractor resulting from construction activities, the Engineer will ensure that these have been addressed or the damages rectified prior to the release of the retention held on the contract.

1.9 Conditions on Site: Geotechnical Report

No subsoil investigations have been undertaken on the site. There are no results of investigations to append under this Section. No responsibility is taken by the Employer as a result of any deductions made by the tenderer/contractor from observation and interpretation thereof.

1.10 Geotechnical Report

PART C5: DRAWINGS

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PART C5: DRAWINGS D196

PART C5: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Tender drawings are issued separately and are listed hereunder:

DRAWING DETAILS		TITLE
Element of Contract	Drawing N°	Description
		Locality Map
		Project Plan
		Nameboard
		Route Plan and Longitudinal Section
		Floor Foundation Plan

APPENDIX A

METHOD 4 OF THE STANDARD CONDITION OF TENDER (WHERE QUALITY IS USED TO EVALUATE TENDERER FUNCTIONALITY)

OPTIONAL

EVALUATION OF TENDERS USING METHOD 4 OF THE STANDARD CONDITIONS OF TENDER

PIPELINE CONSTRUCTION WORKS

4. EVALUATION OF TENDERS

The procedure for the evaluation of responsive tenders is **Method 4** with the 80/20 Preference Point System. Tenderers will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 80/20 Preference Points System.

Method 4: Financial Offer, Quality and Preferences

(a) Quality

The score for quality is to be calculated using the following formula:

$$Wq = W2 \times So / Ms$$

where:

W2 = is the maximum percentage score given to quality and equals 100

So = is the score for quality allocated to the submission under consideration

Ms = is the maximum possible score for quality in respect to the submission, which equals 100

The quality will comprise scores for the following based on criteria indicated in the respective tender returnables and summarised as follows:

Description	Maximum Allocated Points
Experience of Bidder with respect to similar projects	45
Experience of Key Personnel (Site Agent)	10
Experience of Key Personnel (Foreman)	10
Quality Management Plan	5
Financial Capacity	10
Machinery/Equipment availability	10
TOTAL MAXIMUM POINTS	90

The score for quality can be further broken down per individual quality criteria as follows:

Key Criterion	Aspect	Basis for points allocation	Score	Maximum Points	Verification Method
Experience of Bidder		Four completed construction projects with similar scope of works and value in the last 5 years	Very Good	45	List of Projects with traceable references and contact details
		Three completed projects with similar scope of works and value	Good	35	
		Two completed projects with similar scope of work and value	Fair	25	
		One completed projects with similar scope of work and value	Poor	10	
		No response	Dismal	0	
Experience of Key Personnel (Site Agent)		5 or more years' experience of the Site Agent with a minimum qualification of a National Diploma in Civil Engineering	Very Good	10	Curriculum Vitae to be attached with traceable references
		3-5 years' experience of the Site Agent with a minimum qualification of a National Diploma in Civil Engineering	Good	7	
		1-3 years' experience of the Site Agent with a minimum qualification of a National Diploma in Civil Engineering	Fair	3	
		Site Agent proposed does not fit the above requirements	Poor	0	
Experience of Key Personnel (Foreman)		5 or more years' experience of the Site Agent with a minimum qualification of a National Diploma in Civil Engineering	Very Good	10	Curriculum Vitae to be attached with traceable references
		3-5 years' experience of the Site Agent with a minimum qualification of a National Diploma in Civil Engineering	Good	7	
		1-3 years' experience of the Site Agent with a minimum qualification of a National Diploma in Civil Engineering	Fair	3	
		Site Agent proposed does not fit the above	Poor	0	

Key Criterion	Aspect	Basis for points allocation	Score	Maximum Points	Verification Method
		requirements			
Quality Management Plan		Quality Management Plan submitted with tender		5	
		No Quality Management Plan submitted with tender		0	
Financial Capacity		Undoubted for the amount of your enquiry	A	10	Rating by bank where account is held
		Good for tender	B	7	
		Good for the amount of tender enquiry, if strictly in the way of business	C	5	
		Rating below good (C)	D-F	0	
Machinery/Equipment		Contractor owns all the machinery required for the execution of the contract (Excavator fitted with bucket or rock breaker/TLB/Tipper Trucks/Compaction equipment, concrete vibrators), and the machinery/equipment is available for the project	Good	10	Ownership information/certificates or hiring to be submitted
		Contractor will hire all machinery/equipment required for the execution of the contract (Excavator/TLB/Tipper Trucks/Compaction Equipment)	Fair	5	Letter from the equipment hiring company confirming availability.

NB: Bidders are required to submit supporting documents to score full points

Tenderers that score less than 70% of the total score allowed for quality will NOT be considered further.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (HARRY GWALA DEVELOPMENT AGENCY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED
IN THE BID BOX SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO
- 3.5. 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 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID
INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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

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

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 MILLION; and
 - the 90/10 system for requirements with a Rand value above R50 MILLION.
- 2.2 The value of this bid is estimated to exceed/not exceed R50 MILLION and therefore the 80/20 system shall be applicable.
- 2.3 Preference points for this bid shall be awarded for:
- (c) Price; and
 - (d) Specific contract participation goals, as specified in the attached forms.
- 1.3.1 The points for this bid are allocated as follows:

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

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have B-BBEE taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have B-BBEE brought to a comparative basis.
- 3.3 Points scored will be rounded off to 2 decimal places.
- 3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by each entity, to be entitled to preference points in respect of B-BBEE.

6.6 A person awarded a contract as a result of preference for contracting with, may not subcontract more than 25% of the value of the contract to a person who is not an B-BBEE compliant or does not qualify for the same number or more preference for B-BBEE.

7. BID DECLARATION

7.1 Bidders who claim points in respect of B-BBEE must complete the Bid Declaration at the end of this form.

8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

10. MUNICIPAL INFORMATION (DISTRICT MUNICIPALITY ACCOUNT) *WATER AND SANITATION ACCOUNT

District Municipality where business is situated:

Registered Account No:

Stand No:

(LOCAL MUNICIPALITY ACCOUNT) *RATES, REFUSE, ELECTRICITY ACCOUNTS

Local Municipality where business is situated:

Registered Account No:

Stand No:

11 TOTAL NUMBER OF YEARS THE FIRM HAS B-BBEE IN BUSINESS?
.....

12 Consortium / Joint Venture

12.1 In the event that preference points are claimed for B-BBEE members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of joint venture or consortium partner (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium partner

12.2 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the B-BBEE status, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The B-BBEE status claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

- (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
- (b) 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;

WITNESSES:

- 1.
- 2.
- 1.**
- 2.**

.....
Signature(s) of bidders

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- B-BBEE convicted for fraud or corruption during the past five years;
- willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- B-BBEE listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every
respect: I certify, on behalf
of:_____that:

(Name of Bidder)

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

conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not B-BBEE, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or 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.

.....
Signature

.....
Position

.....
Name of bidder

.....
Date