

MALUTI-A-PHOFUNG MUNICIPALITY



NOTICE NUMBER: 01/2025/2026

BID NO. SCM/BID: 04/2025/2026

**PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION
OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS
AT HA-SETHUNYA**

AUGUST 2025

PREPARED FOR:



MALUTI-A-PHOFUNG MUNICIPALITY
PRIVATE BAG X805
WITSIESHOEK
9870

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FAX: N/A

CONTACT PERSON: MS. M. MOTSAU

PREPARED BY:



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P O BOX 912
HARRISMITH
9880

TEL: (058) 622 2676 / 7

CONTACT PERSON: MR. W.A.G. VENTER

BIDDER: _____

BID AMOUNT: _____

MALUTI-A-PHOFUNG MUNICIPALITY

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

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MALUTI-A-PHOFUNG MUNICIPALITY



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PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA.

Maluti-A-Phofung Municipality hereby invites bids for Procurement of a Service Provider for Installation of Supply line and Water Reticulation for 770 stands at Ha-Sethunya.

Requirements:

- Bidders must submit a **Copy of Company Registration Certificate (CRC)** Reflecting Active Members (Except for Sole Traders and Partnership).
- Bidders must be registered with **Central Supplier Database (CSD)**, CSD number must be provided, and in case of a JV all parties must be registered on CSD.
- Bidders are required to submit their unique **Personal Identification Number (PIN)** issued by SARS to enable the Municipality to view the taxpayer's profile and tax Status
- All supplementary forms including **Municipal Rates and Taxes Clearance Certificate** form contained in the bid documents must be completed in full or (submit a proof that the municipal rates and taxes are not in arrears for more than three months)
- In Bids whereby consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) Certificate/PIN/CSD Number.
- **CIDB Grading of 7 CE** or Higher
- Copy of **Company Profile** (with documents for Stage 2)
- Bidders must index their bid document properly.
- Sealed Bids should clearly indicate: **PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA. (SCM/BID04/2025/2026)**

Briefing Session: 05 September 2025 at 10h00
Maluti-A-Phofung Local Municipality
Infrastructure Building

Closing Date: 25th of September 2025 at 10h00

Bid Box: Bid Box No. 'C'
Maluti-A-Phofung Municipality
Setsing Business Centre
C/O Moremoholo & Motlounge Streets
Phuthaditjhaba

Supply Chain Enquiries: Ms. M. Motsau (058)718 3878/ (058) 718 3870 – mastokim@map.fs.gov.za / palesal@map.fs.gov.za

Technical Enquiries: Mr. T. Selepe (082) 760 2635 – stsepo@gmail.com/pmu.maluti@gmail.com

Please note:

1. **No bids will be accepted from persons in the service of the state.**
2. Bid documents may be downloaded from e-tender portal at no extra charge or alternatively may be obtainable from Maluti-A-Phofung Local Municipality Phuthaditjhaba offices at the cashiers points as of Thursday **the 21st of August 2025** after **10h00** upon payment of a **R 902.70** non-refundable fee (cash or bank guaranteed in favor of Maluti-a-Phofung Municipality).
3. No electronic copies, telegraphic, telefaxes and late Bids will be accepted.
4. Municipality is not bound to accept the lowest Bid.
5. Municipality reserves the right not to award the bid.
6. Municipal Supply Chain Management Policy and Preferential Procurement Policy Framework Act No 5 of 2000 (90/10 preferential points allocation system in line with revised Procurement Regulations of 2022 by using the balance scorecard methodology) will be applied.
7. Only one submission for this bid will be considered from the bidder.
8. Failure to comply with the above-mentioned conditions may invalidate your bid.
9. Should you not receive any correspondence from us within 120 days regard your bid as unsuccessful.
10. Communication will be limited to successful bidder.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MALUTI-A-PHOFUNG					
BID NUMBER:	04/2025/2026	CLOSING DATE:	25/09/2025	CLOSING TIME:	10:00
DESCRIPTION	PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
Bid Box "C"					
Maluti-A-Phofung Municipality					
Setsing Business Centre					
C/O Moremoholo & Motlounge Street					
PHUTHADITJHABA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. M. Motsau		CONTACT PERSON	Mr. W.A.G Venter	
TELEPHONE NUMBER	058 718 3878 / 718 3870		TELEPHONE NUMBER	058 622 2676 / 7	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	mastokim@map.fs.gov.za		E-MAIL ADDRESS	werner@dmvconsultants.co.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <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]					
2.1 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]		2.1 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

MALUTI-A-PHOFUNG MUNICIPALITY

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

T1.2 Bid Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

The additional conditions of Bid are:

Clause number	Bid Data
F.1.1	The employer is Maluti-A-Phofung Municipality.
F.1.2	<p>The Bid documents issued by the employer comprise:</p> <p>The Tender</p> <p>Part 1 T1: Tendering Procedures</p> <p>T1.1 Bid notice and invitation to Bid</p> <p>T1.2 Bid data</p> <p>Part 2 T2: Returnable Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>The Contract</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Adjudicator's appointment</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules / Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 Scope of work</p> <p>Part C4: Site information</p> <p>C4.1 Site information</p>
F.1.3	<p>The Employer's Agent is:</p> <p>Name : DMV Baeletsi (Pty) Ltd</p> <p>Address : PO Box 912, Harrismith, 9880</p> <p>Tel : (058) 622 2676/6</p> <p>Fax : N/A</p> <p>E-mail : admin@dmvconsultants.co.za</p>
F.2.1	Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit Bids.
F.2.2	Only those Bidders who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a 7 PE class of construction work and are registered with the CIDB as having a track record, are eligible to submit Bids.

- F.2.3 The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid. Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to, and Bids will be received only from those Bidding entities appearing on the attendance list.
- F.2.4 If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such an alternative Bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.
- Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Bid 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. Pricing Data must reflect all assumptions in the development of the pricing proposal.
- Acceptance of an alternative Bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
- The modified Pricing Data must include an amount equal to 5% of the amount Bid for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
- F.2.5 Parts of each Bid offer communicated on paper shall be submitted as an original, plus 0 copies.
- F.2.6 The employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:
- F.2.7
- Location of Bid box: Tender Box, Maluti-A-Phofung Municipality, Phuthaditjhaba.**
- Physical address:**
Setsing Business Centre,
C/O Moremoholo & Motlounge streets
Phuthaditjhaba.
- Identification details: Reference number, title of Bid and the closing date and time of the Bid.**
- Postal address:**
- Private Bag X805,**
Witsieshoek,
9870
- F.2.8 The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.
- F.2.9 Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
- F.2.10 The Bid offer validity period is 8 weeks
- F.2.11 The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.12 The Bidder is required to submit with his Bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of an **original valid** Tax Clearance Certificate issued by the South African Revenue Services.
- Where a Bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Contractor Registration in respect of each partner.
- F.3.1 Bids will be opened immediately after the closing time for Bids at Maluti-A-Phofung Municipality offices in Phuthaditjhaba.

F.3.2 The procedure for the evaluation of responsive Bids is Method 2

The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is 90.

Up to 100 minus W_1 Bid evaluation points will be awarded to Bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Functionality will be evaluated as follows:

- a) Bidder's work experience to successfully complete the project: 30 points
- b) Bidder's personnel experience: 45 points
- c) Bidders' Available equipment: 30 points
- d) Bidder's project preparedness: 20 points
- e) Bidder's Socia Economic: 15 points

A minimum total quality (functionality) score of 70% must be achieved to render the Bid responsive.

F3.3 Bid offers will only be accepted if:

- a) the Bidder 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.
- b) the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
- c) the Bidder or any of its directors is not listed on the Register of Bid 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.
- d) the Bidder has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process.
- f) the Bidder does not have arrears on municipal rates and levies exceeding 3 months.
- g) the Bidder has completed all forms.

F.3.4 The number of paper copies of the signed contract to be provided by the employer is one.

Annex: Standard Conditions of Bid

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each Bidder submitting a Bid offer shall comply with these conditions of Bid. 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.

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other Bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **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 Bid process; and
- c) **fraudulent practice** means misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bears on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a Bidder 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 Bidder. The name and contact details of the employer's agent are stated in the Bid data.

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

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

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

F.2 Bidder's Obligations

F.2.1 Eligibility

Submit a Bid offer only if the Bidder complies with the criteria stated in the Bid data and the Bidder, or any of its principles, is not under any restriction to do business with employer.

F.2.2 Cost of Bidding

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the Bid 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 Bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Bid offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the Bid documents, if necessary, by notifying the employer at least five working days before the closing time stated in the Bid 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 Bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Bid offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the Bid 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 Bid 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 Bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the Bid offer shall initial all such alterations. Erasures and the use of fluid masking are prohibited.

F.2.12 Alternative Bid offers

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

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

F.2.13 Submitting a Bid offer

F.2.13.1 Submit a Bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Bid data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, in black ink.

F.2.13.3 Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid 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 Bid offer were required in terms of the Bid data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders 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 Bid offer.

F.2.13.5 Seal the original and each copy of the Bid 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 Bid data, as well as the Bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid 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 Bid data, as well as the Bidder's name and contact address.

F.2.13.7 Seal the original Bid 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 Bid data.

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

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

Accept that Bid 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 Bid offer at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data. It is the responsibility of the Bidder to ensure that the Bid is placed in the correct tender box.

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

F.2.16 Bid offer validity

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

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

F.2.17 Clarification of Bid offer after submission

Provide clarification of a Bid offer in response to a request to do so from the employer during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the Bid offer, the Bidder'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 Bidder 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 Bid 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 Bid 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 Bid documents

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

F.2.23 Certificates

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

F.3 The Employer's Undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date of the Bid Notice until seven days before the Bid closing time stated in the Bid Data. If, as a result, a Bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all Bidders who drew documents. However, due to the emergency nature of this project, extension of the closing time will only be granted under exceptional circumstances.

F.3.3 Return late Bid offers

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

F.3.4 Opening of Bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid Bid submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid data. Bid 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 Bid submissions, at a venue indicated in the Bid data, the name of each Bidder whose Bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Were stated in the Bid data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid data and announce the name of each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each Bid offer is properly received:

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

A responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bid 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 work, services or supply identified in the Scope of Work,
- change the Employer's or the Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

Reject a non-responsive Bid 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

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

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

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

F.3.10 Clarification of a Bid offer

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

F.3.11 Evaluation of Bid offers

F3.11.1 General

Use Bid Evaluation Committee established in terms of the Municipal Finance Management Act. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 2: Financial offer and preferences	1) Score Bid evaluation points for financial offer.
	2) Confirm that Bidders are eligible for the preferences claimed and if so, score Bid evaluation points for preferencing.
	3) Calculate total Bid evaluation points.
	4) Rank Bid offers from the highest number of Bid evaluation points to the lowest.
	5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

- N_{FO} = W₁ x A where:
- N_{FO} = the number of Bid evaluation points awarded for the financial offer.
- W₁ = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.
- A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

- P_m = the comparative offer of the most favorable Bid offer.
- P = the comparative offer of Bid offer under consideration.

F.3.11.3 Scoring Quality (Functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Bidder, submit for the Bidder’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 Bid offer

- F.3.13.1** Accept Bid offer only if the Bidder satisfies the legal requirements stated in the Bid Data.
- F.3.13.2** Notify the successful Bidder of the employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid 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 Bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Bidders

After the successful Bidder has acknowledged the employer’s notice of acceptance, notify other Bidders that their Bid offers have not been accepted. This will only be done upon receipt of a written request.

F.3.15. Preparing contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the Bid documents to take account of:

- a) addenda issued during the Bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Bidder, 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 Bidder 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 Bid require the Bidder 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 Bidder the number of copies stated in the Bid Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

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Criteria to be adopted at the tender evaluation stage

The criteria of evaluation will be in four (04) stages as listed below:

- Stage 1: Test for responsiveness (Pre-evaluation)
- Stage 2: Test for functionality
- Stage 3: Preferential points scoring and financial scoring
- Stage 4: Risk assessment

Stage 1: Test for Responsiveness

The following documents will be required to Test for Responsiveness

(The evaluation will not only use these documents, but bidders will need to look at the tender document for further details). Failure to comply with any of the following documents will lead to a disqualification.

- The bidder must be registered on **CSD (Central Supplier Database)** – Bidder to supply Full CSD Report(s).
- The bidder must be a **VAT VENDOR** and in good standing with SARS according to CSD.
- **Certified Copy of Company Registration** reflecting names and identity numbers of active shareholding members must be attached
- In case of the Joint Venture all parties must be Registered on CSD.
- In case of a **JV Certified Copy of Company Registration Certificate** reflecting names and identity numbers of active shareholding members of all parties must be attached.
- **Copy of JV Agreement** (in case of JV) must be attached.
- **Municipal Rates and Taxes Account** not older than 90 days or a lease agreement must be attached. The lease agreement must be accompanied by Landlord's municipal rates and taxes account and affidavit stating you are a tenant. The account should not be in arrears for more than 90 days.
- **Municipal rates and taxes account of all Directors** not older than 90 days or a lease agreement must be attached. The lease agreement must be accompanied by Landlord's municipal rates and taxes account and affidavit stating you are a tenant. The account should not be in arrears for more than 90 days.
- In case of a JV, Municipal Rates and Taxes account not older than 90 days or a lease agreement of all parties must be attached with Landlord's municipal rates and taxes account (i.e. above two points should be adhered to).
- No bid will be considered from the persons in the Service/Employment of the State/Government
- Successful service providers will be the one who scores the highest points.
- Proof of purchase or receipt for bid document must be attached on the bid document.
- Bid must be valid for a minimum period of 90 days
- **CIDB grading of 7CE** or higher.
- Three years audited financial statement
- **Bidders are to index their bid document** – Failure to do so will result in disqualification.
- Bidders are adhering to the index – Failure to do so will result in disqualification or forfeiture of points

Stage 2: Test for Functionality

The following documents will be required to test for functionality

A bidder must attain a minimum of score of 98 points or 70% to qualify for further evaluation.

Table 1: Evaluation Criteria

FUNCTIONALITY SUMMARY

Evaluation criteria	Max Points	Points Distribution	Typical PoE								
Bidders Work Experience	30	<p>Projects above R40 million, full points as stated below (depending on number of projects completed). Projects between R10 million and up to R40 million, half points will be provided</p> <p>Categories</p> <table border="1"> <tr> <td>Projects above R40 million,</td> <td>Projects between R10 million and up to R40 million</td> </tr> <tr> <td>3 or more Projects = 30 Points</td> <td>3 or more Projects = 15 Points</td> </tr> <tr> <td>2 Projects = 20 Points</td> <td>2 Projects = 10 Points</td> </tr> <tr> <td>1 Project = 10 Points</td> <td>1 Project = 5 Points</td> </tr> </table> <p>0 points – company with no relevant project completed.</p> <p>Only construction of water reticulation contracts from government or state-owned entities will be considered.</p>	Projects above R40 million,	Projects between R10 million and up to R40 million	3 or more Projects = 30 Points	3 or more Projects = 15 Points	2 Projects = 20 Points	2 Projects = 10 Points	1 Project = 10 Points	1 Project = 5 Points	<p>Provide these Three:</p> <ol style="list-style-type: none"> 1. Appointment letter OR signed form of offer and acceptance. 2. Signed completion certificate 3. Reference from the client (with client's stamp) with a contact person <p>Failure to submit anyone of the above will result in forfeiture of points</p>
Projects above R40 million,	Projects between R10 million and up to R40 million										
3 or more Projects = 30 Points	3 or more Projects = 15 Points										
2 Projects = 20 Points	2 Projects = 10 Points										
1 Project = 10 Points	1 Project = 5 Points										
Project Personnel	45	<p>Allocated personnel to this project. Provide organogram for this project.</p> <p>CE – Civil Engineering</p> <p>Contract's Manager [B-degree (min). To spend minimum of 50% on site] 15 points: CE project experience of 10years or more 10 points: CE project experience of 5 – 9 years and 11 months 5 points: CE project experience of less than 5 years AND Site Agent N. Dip Civil Engineering (min). To spend minimum of 80% on site] 15 points: CE project experience of 7 years or more 10 points: CE project experience of 3 – 6 years and 11 months 5 points: CE project experience of less than 3 years AND Safety Officer as a SACPCMP registered professional. [To spend minimum of 60% on site] 15 points: CE project experience of 7years or more 10 points: CE project experience of 3 – 6 years and 11 months 5 points: CE project experience of less than 3 years</p>	<p>Provide organogram, designated for this project and for each person submit:</p> <ol style="list-style-type: none"> 1. CV/Resume 2. Certified qualifications <p>Failure to submit an organogram indicating personnel stated in the immediate left column will result in forfeiture of points</p>								
Available Equipment	30	<p>Bidder to provide eNatis certificate or Pre-lease agreement with eNatis certificate.</p> <p>Excavator: 10 points (submit an invoice)</p> <p>TLB: 10 points</p> <p>Tipper truck: 10 points</p> <p>0 points for non-submission of relevant document or for non-submission.</p>	<p>Proof of ownership by the bidder – eNATIS certificate OR A letter of commitment to lease (indicating project details) and Lessor's proof of equipment ownership. – eNATIS certificate</p>								

Evaluation criteria	Max Points	Points Distribution	Typical PoE
Project Preparedness	20	Only work programme that indicated duration of not more than 14 months will be considered. Only cashflow indicating expenditure of R15million in the first 5 month will be considered. 20 points: Programme of works (with critical path) and Cashflow 10 points: Programme of works (without critical path) and Cashflow 7 points: Programme only (with critical path) 5 points: Programme only (without critical path) 2 points: Cashflow only	Work Programme (in MS project or similar) and Cash flow show
Socio Economic	15	A commitment to sub-contract 15 points: 30% and above 0 points for non-submission or different submission	A signed commitment in the bid document to sub-contract to a local contractor
Total Points	140		Minimum point to attain 98 (70%)

Stage 3: PPPFA Points and Financial Offers

Table 2: Price Points and PPPFA Points

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (CSD will be Used to Check For Points Allocation)
At least 50% HDI ownership	3
At least 50% Youth ownership	2
At least 50% Woman ownership	2
Locality: Maluti-A-Phofung – 3 Thabo Mofutsanyana – 2 Free State – 1 Outside Free State - 0	3
TOTAL	10

Locality will be determined using CSD registered address.

Stage 4 – Risk Assessment or Analysis

Table 3: Risk Assessment

Critical Section		
Risk type	Category	Comment
High Risk, Low rate	Deviation < -10%	The bid will be rejected unless the bidder indicates clearly in his returnable how will he/she be able to complete the project at such low rate(s)
Low Risk, High Rate	Deviation > +10%	Negotiations will be entered into if the bidder receives highest evaluation score

The base rate will be used for this purpose.

NB: Only on satisfaction of all stages can a bidder be appointable. The municipality reserves the right to appoint or not to appoint.

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T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

1. Returnable Schedules required only for Bid evaluation purposes

- Record of Addenda to Bid Documents
- Compulsory Enterprise Questionnaire
- Certificate of authority for joint ventures (where applicable)
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Bidder's Experience
- Proposed Amendments and Qualifications
- Bidders Financial Information
- Functionality Claimed by Bidder

2. Other documents required only for Bid evaluation purposes

- Certificate of Contractor Registration issued by the Construction Industry Development Board.
- An original valid Tax Clearance Certificate issued by the South African Revenue Services (The standard tax clearance certificate requirements and application form are available from the Consultants).
- Certified copy of Company Registration Certificate.

3. Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences)

4. Other documents that will be incorporated into the contract

- Bidder's Occupational Health and Safety Plan

5. The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. C2.2 Bill of Quantities

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T2.2 Returnable Schedules

Record of Addenda to Bid documents

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

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

Attach additional pages if more space is required.

Signed **Date**

Name **Position**

Bidder

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

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

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

*insert separate page if necessary

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

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

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

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 authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to verify the tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid 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 Biding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise Name _____

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr./Ms. ,
 , authorized signatory of the company
 , acting in the capacity of lead partner, to sign all documents in connection with the Bid offer
 and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
.....	Signature Name Designation.....
.....	Signature Name Designation.....
.....	Signature Name Designation.....
.....	Signature Name Designation.....

Schedule of Proposed Subcontractors

We notify you that we will allocate 30% of the total tender value to employ the following local Subcontractors for the work in this contract.

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.
2.
3.
4.
5.

Signed

Date

.....

Name

Position

.....

Bidder

.....

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Bid is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if my/our Bid is acceptable.

Quantity	Description, size, capacity, etc.
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Attach additional pages if more space is required.

Signed Date

Name Position

Bidder

BIDDER'S FINANCIAL INFORMATION

The following information is required for the Bid evaluation process:

1. **Bank:** _____
2. **Branch:** _____
3. **Branch Code:** _____
4. **Type of Account:** _____
5. **Account Name:** _____
6. **Account Number:** _____
7. **Telephone Number of Bank:** _____
8. **Contact Person at Bank:** _____

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

MBD2/ Application for tax Certificate...

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.

1. 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? **YES / NO**

3.8.1 If so, furnish particulars.

.....
.....

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? **YES / NO**

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

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

***YES / NO**

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

.....
.....

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

***YES / NO**

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

2.2 If yes, provide particulars.

.....
.....

7

* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

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

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

2.

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80 / 20** System shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100

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

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

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. DEFINITIONS

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (CSD will be Used to Check For Points Allocation)
At least 50% HDI ownership	3
At least 50% Youth ownership	2
At least 50% Woman ownership	2
Locality: Maluti-A-Phofung – 3 Thabo Mofutsanyana – 2 Free State – 1 Outside Free State – 0	3
TOTAL	10

Locality will be determined using CSD registered address.

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

6. BID DECLARATION

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated :

Registered Account Number :

Stand Number :

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES:

1.

2.

.....
SIGNATURE (S) OF BIDDER (S)

DATE:.....

ADDRESS:.....

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3)) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

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

2. Definitions

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

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

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

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

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

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

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

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

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

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

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

YES / NO

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity asof

.....
(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid complies with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 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:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>(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).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
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:		
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"/>
4.5.1	If so, furnish particulars:		

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - b. take all reasonable steps to prevent such abuse;
 - c. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - d. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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 Municipality / Municipal Entity)

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

I certify, on behalf of: _____ 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 been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (a) 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
 - or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

.....
Date

.....
Position

.....
Name of Bidder

Maluti-A-Phofung Municipality



Setsing Business Centre
C/o Moremoholo & Motlounge Streets
Phuthaditjhaba
9866

Private Bag X805
Witsieshoek
9870

Tel : 058 718 3877 / 3869
Fax : 058 713 0459

Enquiries: Supply Chain Management Unit

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. **This form is to be completed only if the service provider's rates and taxes are not in arrear for more than three months.**

PART A – to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services

OR

PART B – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)

Name of the Municipality:

Property Physical Address:

Registered Name:

Official's Name: _____

Municipality Stamp Here

Signature: _____

Date: _____

Please tick whether in arrears or up-to-date

Rates and taxes: Up-to-date / in arrears for more than 3 months

Water: Up-to-date / in arrears for more than 3 months

Electricity: Up-to-date / in arrears for more than 3 months

Refuse: Up-to-date / in arrears for more than 3 months

Other services: Up-to-date / in arrears for more than 3 months

PART B (TO BE COMPLETED BY THE LANDLORD)

Name of the Landlord:

Property Physical Address:

Landlord Signature:

Date: _____

Landlord's business stamp here

Or an Affidavit from SAPS
in the event the landlord does not
have a business stamp)

Please tick whether it is up-to-date or in arrears

Rental: Up-to-date / in arrears for more than 3 months

Municipal services: Up-to-date / in arrears for more than 3 months

MALUTI-A-PHOFUNG MUNICIPALITY

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

C1.1 Form of Offer and Acceptance

OFFER

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

HA-SETHUNYA WATER NETWORK – PHASE 2: INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS

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

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

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

..... Rand (in words);
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 Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name

Capacity

for the Bidder

(Name and address of organization)
.....
.....

Name and signature of witness Date

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder 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 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder 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 Bidder 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 fulfill 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (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 Date

Name

Capacity

**for the
Employer**

Maluti-a-Phofung Municipality
Private Bag X805
WITSIESHOEK
9870

Name and signature of witness Date

Schedule of Deviations

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

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

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

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

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

By the duly authorized representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Bid data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

C1.2 Contract Data

The General Conditions of Contract for Construction Works (Third Edition 2015) published by the South African Institution of Civil Engineering, is applicable to this contract and forms Volume 2 of the Contract Document. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (www.saice.org.za)

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

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

C1.2.1: Contract Specific Data

Contract Data for: HA-Sethunya Water Network Phase 2: Installation of Supply Line and Water Reticulation For 770 Stands.

In terms of Clause 1.1.1.8 of the General Conditions of Contract for Construction Works, Third Edition (2015) the following Contract Data apply to this Contract.

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

C1.2.2: Contract Specific Data

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause 1.1.1.13:

The Defects Liability Period is 12 Months from issuing of Certificate of Completion

Clause 1.1.1.14:

The time for achieving Practical Completion is 12 Months from commencement date excluding year end breaks.

Clause 1.1.1.15:

The Employer is Maluti-A-Phofung Local Municipality

Clause 1.1.1.26:

The Pricing strategy is Re-measurement Contract

Clause 1.2.1.2:

The address of the Employer is: Maluti-A-Phofung Local Municipality

Address (Physical) C/o Motloung & Moremoholo
Phuthaditjhaba
9866

Address (Postal) Private Bag X805
Witsieshoek
9870

Telephone: 058 718 3878 / 058 718 3870

Clause 1.1.1.16:

The Employer's Agent is: DMV Baeletsi (Pty) Ltd

Address (Physical) 28 Garvock Street
Harrismith
9880

Address (Postal) P.O. Box 912
Harrismith
9880

Telephone: 058 622 2676 / 7

Facsimile: n/a

Email: admin@dmvconsultants.co.za

Clause 3.2.3

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Nominating the Engineer's Representative in terms of Clause 3.3.1.
2. Delegation of Engineer's authority in terms of Clause 3.3.4.
3. Providing consent for subcontracting part of the contract in terms of Clause 4.4.2.
4. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
5. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
6. Granting permission to work during non-working times in terms of Clause 5.8.1.
7. The issuing of further drawings or instructions in terms of Clause 5.9.1.
8. Suspend the progress of the works in terms of Clause 5.11.2.
9. The reduction of a penalty for delay in terms of Clause 5.13.2.
10. The issuing of a variation order in terms of Clause 6.3.2.
11. Issuing of instructions to carry out work on a day work basis in terms of Clause 6.4.1.4.
12. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4
13. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
14. Authorizing the Contractor to repair and make good, excepted risks in terms of Clause 8.2.2.2.
15. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5
16. The agreeing of an extension to the 28-day period in terms of Clause 10.1.5.1.
17. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

Clause 5.3.1

The documentation required before commencement with Works are:

Health & Safety Plan (Refer to Clause 4.3)

Initial Programme (Refer to Clause 5.6)

A detailed cashflow forecast (Refer to Clause 5.6.2.6)

Security (Refer to Clause 6.2)

Insurances (Refer to Clause 8.6)

Clause 5.3.2

The time to submit the documentation required before commencement with Works execution is 14 days.

Clause 5.8.1

The non-working days are Sundays

The special non-working days are: 1) All Public holidays

- 2) The year end breaks commencing on 16th December and the first Monday of the subsequent year.

Clause 5.13.1

The penalty for failing to complete the Works within the contractual period is R2 000 per calendar day.

Clause 6.2

Surety shall be 10% of the Bid Sum.

Clause 6.8.2

The application of a Contract Price Adjustment factor will not apply to this Contract.

Clause 6.10.1.5

The percentage advance on materials not yet built into the Permanent Works is 80%

Clause 6.10.3

The percentage of retention money is 10% work done to date, with a maximum limit of R1 000 000.00

Clause 8.6.1.3

The limit of indemnity for liability insurance is R2 000 000-00 per claim

Clause 10.5.1

Dispute resolution is to be by means of adjudication.

Clause 10.5.3

The number of Adjudication Board Members to be appointed is one.

Clause 10.6.1

Disputes are to be referred for final settlement to arbitration.

.....
BIDDER

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9

The name of the Contractor is

Clause 1.2.1.2

The address of the Contractor is

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

Tel No:

Fax No:

E-mail address:

MALUTI-A-PHOFUNG MUNICIPALITY

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

C1.3 Form of Guarantee

Bid No. SCM/BID: 04/2025/2026

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

WHEREAS **Maluti-A-Phofung Municipality** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(hereinafter called “the Contactor”) on the day of.....20.....

For:

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

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

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

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed

Sum ofRand

(in words); R

(in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....

.....

.....

.....

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20

Signature

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1.

2.

MALUTI-A-PHOFUNG MUNICIPALITY

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometer
km-pass	=	kilometer-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	liter
m	=	meter
mm	=	millimeter
m ²	=	square meter
m ² -pass	=	square meter-pass
m ³	=	cubic meter
m ³ -km	=	cubic meter-kilometer
MN	=	mega newton
MN.m	=	mega newton-meter
MPa	=	megapascal
No.	=	number
Prov. sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
Sum.	=	lump sum.
T	=	ton (1000 kg)
W/day	=	Workday

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to www.stanza.org.za or www.iso.org for information on standards)

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount Bided such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes. Any rates found to be unbalanced could affect the award of the Bid.

8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 standardized Specifications.

MALUTI-A-PHOFUNG MUNICIPALITY

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA- SETHUNYA

C2.2 Bill of Quantities

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200 A	SCHEDULE 1: PRELIMINARY AND GENERAL				
1.1	8.3	Fixed-charged items				
1.1.1	8.3.1	Contractual requirements	Sum	1		
	8.3.2	Establish facilities on the site :				
	8.3.2.1	Facilities for Engineer				
1.1.2		a) Shaded parking bay (2 No)	Sum	1		
1.1.3		c) Name boards (1 No.)	Sum	1		
	8.3.2.2	Facilities for Contractor				
1.1.4		a) Offices and storage sheds	Sum	1		
1.1.5		e) Ablution and latrine facilities	Sum	1		
1.1.6		f) Tools and equipment	Sum	1		
1.1.7		g) Water supplies, electric power and communications	Sum	1		
1.1.8		h) Dealing with water	Sum	1		
1.1.9	8.3.3	Other fixed-charge obligations	Sum	1		
1.1.10	OHS3.1	Requirements regarding Health and Safety Plan	Sum	1		
1.1.11	OHS3.6	Requirements regarding Health and Safety Training	Sum	1		
1.1.12	OHS3.7.1	Requirements regarding Health and Safety Administration	Sum	1		
1.1.13	OHS3.7.2	Requirements regarding Health and Safety Management Programme	Sum	1		
1.1.14	OHS3.7.3	Requirements regarding Personal Protective Equipment	Sum	1		
1.1.15	OHS3.7.5	Requirements regarding Health and Safety signage	Sum	1		
1.1.16	OHS3.7.6	Requirements regarding Health and Safety Notice Board	Sum	1		
1.1.17	OHS3.7.8	Requirements regarding First Aid Station	Sum	1		
1.1.18	OHS3.8.2	Requirements regarding Logbooks and Registers	Sum	1		
1.1.19	OHS3.9	Requirements regarding Health and Safety File	Sum	1		
1.1.20	OHS4	Requirements regarding project Risk Assessment	Sum	1		
1.1.21	OHS2.3.9	Requirement regarding employee medical fitness	Sum	1		
1.1.22	8.3.4	Removal of Site Establishment	Sum	1		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
1.2	8.4	Time-related items				
1.2.1	8.4.1	Contractual requirements	Month	18		
	8.4.2	Operate and maintain facilities on the site:				
1.2.2	8.4.2.1	Facilities for Engineer				
1.2.2.1		a) Shaded parking bay (1 No)	Month	18		
1.2.2.2		c) Nameboards (1 No)	Month	18		
	8.4.2.2	Facilities for Contractor for duration of construction, except where otherwise stated				
1.2.3		a) Offices and storage sheds	Month	18		
1.2.4		e) Ablution and latrine facilities	Month	18		
1.2.5		f) Tools and equipment	Month	18		
1.2.6		g) Water supply, electrical power and communications	Month	18		
1.2.7		h) Dealing with water	Month	18		
1.2.8	8.4.3	Supervision for duration of the construction	Month	18		
1.2.9	8.4.4	Company and head office overhead costs	Month	18		
1.2.10	8.4.5	Other time-related obligations	Month	18		
1.2.11	OHS3.7.2	Requirements regarding Health and Safety Management Programme	Month	18		
1.2.12	OHS3.8.2	Requirements regarding Logbooks and Registers	Month	18		
1.3	8.5 SDA8-3	Provisional Sums				
1.3.1		Allow for remuneration for Community Liaison Officer	Prov Sum			140 400.00
1.3.2		Percentage adjustment on Item 1.3.1 for Contractors overheads and profit	%	140 400		
1,3,3		Cost associated with PLC Meetings as instructed by the Engineer	Prov Sum			20 000.00
1,3,4		Percentage adjustment on Item 1.3.3 for Contractors overheads and profit	%	20 000		
1,3,5		Accredited technical training courses for local labour	Prov Sum			150 000.00
1,3,6		Percentage adjustment on Item 1.3.5 for Contractors overheads and profit	%	150 000		
1,3,7		Allow for Engineer's cellphone, wifi and laptop on site	Prov Sum			90 000.00
1,3,8		Percentage adjustment on Item 1.3.7 for Contractors overheads and profit	%	90 000		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
1,3,9		Cost of survey in terms of Land Survey Act	Prov Sum			80 000.00
1,3,10		Percentage adjustment on Item 1.3.9 for Contractor's overheads and profit	%	80 000		
1,3,11		Cost of Engineer's Site offices	Prov Sum			360 000.00
1,3,12		Percentage adjustment on Item 1.3.11 for Contractor's overheads and profit	%	360 000		
1.3.13		Cost of special tests instructed by the Engineer	Prov Sum			300 000.00
1.3.14		Percentage adjustment on Item 1.3.13 for Contractor's overheads and profit	%	300 000		
1.4	SDA8-5	Dayworks (PROVISIONAL)				
1.4.1		Labour				
1.4.1.1		Skilled (Artisan)	h	200		
1.4.1.2		Semi-skilled	h	200		
1.5.1.3		Unskilled	h	200		
1.4.2		Materials				
1.4.2.1		Nett cost of materials	Prov Sum			150 000.00
1.4.2.2		Percentage adjustment on Item 1.4.2.1 for Contractors overheads and profit (state and extend as an amount)	%	150 000		
1.4.3		Contractor's Plant				
1.4.3.1		Nett cost of using Contractor's own plant on site	Prov Sum			150 000.00
1.4.3.2		Percentage adjustment on Item 1.4.3.1 for Contractors overheads and profit (state and extend as an amount)	%	150 000		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200DB	SCHEDULE 2: EARTHWORKS (pipe trenches)				
2.1	8.3.2	Excavation				
2.1.1		a) Excavation in all materials for trenches, backfill, compact and dispose of surplus material				
2.1.1.1		1) Excavate to a maximum trench depth of 1.5m	m ³	29 500		
2.1.2		b) Extra-over item 2.1.1.1 above for:				
2.1.2.1		1) Intermediate excavation	m ³	6 000		
2.1.2.2		2) Hard rock excavation	m ³	9 500		
2.1.3		c) Excavate and dispose of unsuitable material from trench bottom	m ³	4 500		
2.1.4		d) Excavate by hand to expose existing services	m ³	1 500		
2.2	8.3.3	Excavation Ancillaries				
2.2.1		Make up deficiency in backfill material				
2.2.1.1	8.3.3.1	a) From other necessary excavations on site	m ³	5 000		
2.2.1.2		b) By importation from designated borrow pits	m ³	1 000		
2.2.1.3		c) By importation from commercial or off-site sources selected by the Contractor	m ³	1 500		
2.2.2		Reinstate surfaced road surfaces (all layers, including Paving Bricks)	m ²	1 200		
2.2.3		Reinstate gravel road surfaces (all layers)	m ²	5 000		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3.1	SANS 1200L	SCHEDULE 3: MEDIUM-PRESSURE PIPELINES				
	8.2.1	Supply, lay, and bed pipes complete with couplings				
3.1.1		uPVC (SABS 966)				
		(a) 200mm dia Class 16	m	6 600		
		(b) 110mm dia Class 16	m	3 500		
		(c) 90mm dia Class 16	m	5 700		
		(d) 75mm dia Class 16	m	5 200		
		(e) 63mm dia Class 16	m	2 200		
3.1.2		HDPE (PE100)				
		(a) 75mm dia Class 16	m	2 500		
		(b) 63mm dia Class 16	m	2 500		
3.2		Isolating Gate Valve installation				
3.2.1		Flanged Gate Valves				
		This rate should include the supply of all material, installation and labour charges complete as per drawings, excluding valve chamber				
		(a) 200mm dia Class 16	No	8		
		(b) 110mm dia Class 16	No	10		
3.2.2		Bell and Spigot Isolating Valves				
		This rate should include the supply of all material, installation and labour charges complete as per dwg				
		(a) 200mm dia Class 16	No	18		
		(b) 110mm dia Class 16	No	17		
		(c) 90mm dia Class 16	No	21		
		(d) 75mm dia Class 16	No	19		
		(e) 63mm dia Class 16	No	17		
3.3		Air Valve installation	No	18		
		This rate should include the supply of all material, installation and labour charges complete as per drawings, excluding valve chamber				
3.4		Single Scour Valve installation	No	10		
		This rate should include the supply of all material, installation and labour charges complete as per drawings				
3.5		Fire Hydrant installation	No	25		
		This rate should include the supply of all material, installation and labour charges complete as per drawings (vandal proof installation complete)				
3.6		Vertical & Horizontal bends for 200mm dia uPVC pipe Class 16				
		a) 11.5 degrees bend	No	60		
		b) 22.5 degrees bend	No	75		
		c) 45 degrees bend	No	40		
		d) 90 degrees bend	No	80		
		e) Tee Piece	No	45		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
3.7		Vertical & Horizontal bends for 110mm dia uPVC pipe Class 16				
		a) 11.25 degrees bend	No	150		
		b) 22.5 degrees bend	No	100		
		c) 45 degrees bend	No	80		
		d) 90 degrees bend	No	50		
		e) Tee Piece	No	60		
3.8		Vertical & Horizontal bends for 90mm dia uPVC pipe Class 16				
		a) 11.25 degrees bend	No	100		
		b) 22.5 degrees bend	No	80		
		c) 45 degrees bend	No	100		
		d) 90 degrees bend	No	50		
		e) Tee Piece	No	40		
3.9		Vertical & Horizontal bends for 75mm dia uPVC pipe Class 16				
		a) 11.25 degrees bend	No	170		
		b) 22.5 degrees bend	No	100		
		c) 45 degrees bend	No	80		
		d) 90 degrees bend	No	60		
		e) Tee Piece	No	40		
3.10		Vertical & Horizontal bends for 63mm dia uPVC pipe Class 16				
		a) 11.25 degrees bend	No	100		
		b) 22.5 degrees bend	No	80		
		c) 45 degrees bend	No	70		
		d) 90 degrees bend	No	60		
		e) Tee Piece	No	40		
3.11	8.2.11	Construction of anchor blocks complete as per drawings, for the following pipe dimensions				
		a) 200mm dia	No	300		
		b) 110mm dia	No	440		
		c) 90mm dia	No	370		
		d) 75mm dia	No	450		
		e) 63mm dia	No	350		
3.12	8.2.12	Concrete Casing	m ³	40		
3.13	8.2.13	Construction of air valve chambers, complete as per drawings	No	20		
3.14	8.2.13	Construction of gate valve chambers (Type A), complete as per drawings	No	10		
3.15	8.2.13	Construction of gate valve chambers (Type B), complete as per drawings	No	105		
3.16	8.2.13	Connect to existing water supply system (incl Type A valve chamber and 200mm watermeter, as per Engineers instruction)	PC Sum	1		300 000.00
3.17		Percentage adjustment on Item 3.16 for Contractors overheads and profit (state and extend as an amount)	%	300 000		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200LB	SCHEDULE 4: BEDDING (PIPES)				
4.1	8.2.1	Provision of bedding from trench excavation (Class B bedding)				
4.1.1		a) Selected granular material	m ³	4 800		
4.1.2		b) Selected fill material	m ³	4 800		
4.2	8.2.2	Supply only of bedding by importation				
4.3	8.2.2.2	From borrow pits				
4.3.1		(a) Selected granular material for bedding	m ³	500		
4.3.2		(b) Selected material for fill	m ³	500		
4.4	8.2.2.3	From commercial sources				
4.4.1		(a) Selected granular material for bedding	m ³	750		
4.4.2		(b) Selected material for fill	m ³	750		
4.4.3		(c) Crushed stone				
4.4.3.1		(i) 19mm grade 2 single size aggregate	m ³	1 500		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200LF	SCHEDULE 5: ERF CONNECTIONS				
5.1	8.2.1	Provide and install erf connections complete as per drawings	No	770		
5.2	8.2.4	Supply and install stand pipes complete as per drawings	No	770		
5.3	8.2.4	Supply and install 15mm Elster Kent water meters (or similar approved) complete with couplings as per drawings (Water meters must be pre-paid adaptable)	No	770		
TOTAL CARRIED FORWARD TO SUMMARY						

Total Summary of Schedules

Schedule No.	Description	Amount (R)
1	PRELIMINARY AND GENERAL	
2	EARTHWORKS (pipe trenches)	
3	MEDIUM PRESSURE PIPELINES	
4	BEDDING (Pipes)	
5	ERF CONNECTIONS	
Sub-Total (A)		
Add 10% of Sub-total A for contingencies		
Sub-Total (B)		
Add 5% of Sub-total B for Contract Price Adjustment		
Sub-Total (C)		
Value Added Tax at 15%		
TOTAL AMOUNT OF TENDER CARRIED FORWARD TO FORM OF OFFER		

Signature : _____

Name: _____

Company Name : _____

Date : _____

1. DESCRIPTION OF THE WORKS

The work to be done for Maluti-a-Phofung Local Municipality under this Contract involves the installation of supply line and water reticulation for 770 stands

1.1 Employer's objectives

The employer's objectives are:

- Provision of water services to 770 sites of Hasethunya community.
- To provide work opportunities to the community of Hasethunya by delivering public infrastructure using labour-intensive methods for labour-intensive works.
- To promote local BBEEE in the project area.
- To provide skills training to some community members as part of capacity building.
- To improve the health and hygiene of the community.

1.2 Overview of the works

The installation of supply line and water reticulation for 770 stands will consist of the following works, but not limited to:

- Construction of supply line and water reticulation for 770 stands.
- Supply and Installation of 770 smart meters.
- Supply and installation of a smart zonal meter.
- Water network
- House connections
- Connection to existing water supply system
- Reinstatement of road damaged due to the works
- Supply and installation of valve chambers

1.3 Extent of the works

The summary of the work required is as follows:

- Site establishment
- Setting out of the works
- Excavations for supply pipeline
- Excavations for water network
- Excavations for house connections
- Connection to existing water supply system
- Supply and lay of pipelines
- Reinstatement of road crossings
- Installation of valve chambers
- Installation of house connections
- Finishing the site

1.4 Location of the works

The project is situated in the Maluti-A-Phofung Municipality: Ha-Sethunya – Phuthaditjhaba area.

1.5 Temporary work

Temporary work will mainly consist of site establishment of the contractor, as well as the accommodation of traffic, as described in the Bill of Quantity.

1.6 Occupational Health and Safety

The Contractor shall be responsible to comply with the relevant Health and Safety legislation. Allowance has been made therefore in the Schedule of Quantities.

Specific attention should be given to the safety of workers and civilians on site.

1.7 Environmental Issues

The Contractor shall be responsible to comply with the relevant environmental legislation. Allowance has been made therefore in the Schedule of Quantities.

2. Drawings

The following drawings are applicable to the contract:

2024 / B / 11 / 400 / 01	-	LOCALITY PLAN & PIPE LAYOUT
2024 / B / 11 / 400 / 02	-	TYPICAL BEDDING MARKERS AND THRUST BLOCKS
2024 / B / 11 / 400 / 03	-	AIR VALVE CHAMBER AND CAST IRON VALVE BOX
2024 / B / 11 / 400 / 04	-	STANDARD FIRE HYDRANT & SCOUR VALVE
2024 / B / 11 / 400 / 05	-	TYPICAL DETAIL OF METER BOX AND WATER CONNECTIONS
2024 / B / 11 / 400 / 06	-	GENERAL DETAIL OF STANDARD PIPE & TAP
2024 / B / 11 / 400 / 07	-	VALVE CHAMBER PIPEWORK LAYOUT AND PIPE SCHEDULE
2024 / B / 11 / 400 / 08	-	TYPICAL DETAIL VALVE CHAMBER TYPE B

3. Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.2 Scope of mandatory subcontract work

The following portions of the works shall be subcontracted to approved suppliers in accordance with the subcontracting procedures described hereunder:

- Supply of various materials

Competitive Bids shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of SAFCEC General Conditions of subcontract (2003 edition).

The Employer together with the Contractor shall evaluate the Bids received in accordance with the provisions of the Standard Conditions of Bid contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall submit the proposed Subcontractor for final approval to the Employer.

The Contractor shall without delay enter into contract with the successful Bidding subcontractor based on their accepted Bid submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

4. Construction

4.1 Applicable standards for construction works.

The South African National Specifications (SANS) 1200 Series published by SABS are applicable to all the works.

The abovementioned SANS Specifications make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

4.2 General Information

4.2.1 Features requiring special attention

(i) Construction within build-up areas

Where work is to be done within build-up areas, meticulous care is required to ensure:

- a) Convenient access to all houses, businesses, and Government buildings during all stages of construction.
- b) Ensuring the safety of the public during all stages of construction:
- c) Extended liaison with concerned parties, including the local Chief's Councils, elected Councilors, traffic Department, residents, and managements of businesses are imperative.

This will include notification in advance of the commencement of proposed works, etc.

THE CONTRACTOR WILL BE REQUIRED TO APPOINT A COMMUNITY LIAISON OFFICER, WHO WILL FORM PART OF THE FULL-TIME, SITE STAFF COMPLEMENT.

(ii) Existing Services

Finding and exposing existing services will form a major part of this project. The tender must ensure that tender prices are allowed for all work, material and equipment required to complete this work. Any existing services damaged by the Tenderer shall be repaired at his own cost and to the satisfaction of the Engineer and the Local Authority.

(iii) Work in Restricted Areas

Any omission of pay items from the pricing schedule with regard to additional or extra over payment for work in restricted areas should be regarded as deliberate and any additional cost incurred shall be included in the bulk rates tendered.

4.2.2 Labour Enhanced Construction Methods

(i) General

It is the primary intention of this Contract that where possible, work be carried out by Labour enhanced construction methods. The adoption of this method of construction will in no way lessen the responsibilities of the Contractor nor will it permit any deviation from the technical specifications of the Works.

Construction shall be planned so that those operations that can reasonably be done by hand shall be so done. The Contractor shall utilize a core of artisans, supervisors and specialist labour to supervise work on site, with the bulk of the labour force being recruited from the local community. The actual people to be employed shall be done in consultation with the Community Liaison Officer.

For intensive labour construction to be successful and feasible, a high degree of community participation must be exercised throughout the process.

(ii) Control of Construction

The Contractor shall provide from his own staff, a full-time agent on site, sufficient skilled foremen to supervise all aspects of the work and sufficient skilled working charge hands and artisans to carry out the work. The "labour force" shall comprise of residents from the different communities where the work is undertaken.

(iii) Labour Enhanced Activities

The following types of activities have been identified as suitable for labour intensive construction methods on this project:

- Clearing and grubbing
- Traffic accommodation
- Batching and mixing of certain classes of concrete.
- Pipe Laying
- Drainage system
- Restricted excavations
- Finishing

(iv) Payment

Minimum wages shall be applicable as prescribed by legislation at the time of tender closing. It will be the responsibility of the contractor to base his rates for labour enhanced activities on reasonable daily production targets. No claims or additional payment will be considered if production targets are not reached.

No payment will be made for work that is scheduled to be carried out by labour enhanced methods, and which is carried out by machine unless specific prior instructions to use mechanical methods have been given by the Engineer.

No claims will be entertained arising from the productivity of the labour force or result from inadequate performance of whatever nature.

(v) Liaison with Local Community

The Maluti-A-Phofung PMU Unit will monitor this project.

This unit will meet on a monthly basis to consider, discuss and resolve progress, relevant community matters, welfare of workers, expenditure, requirements of the Contractor, quality of workmanship and any other matters that relate to the project.

The Community Liaison Officer will be nominated by the community. He/she will be responsible for keeping the Community informed on the progress of the project and conversely keeping the Contractor informed on relevant community affairs and grievances and managing and coordinating the recruitment of labour from the community.

4.2.3 Information in respect of plant

The Contractor shall deliver to the Engineer, on a monthly basis, a detailed inventory of Constructional Plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between Plant in working order and Plant out of order. Such an inventory shall be submitted by the seventh day of the month following the month to be reported.

4.2.4 Information in respect of employees

The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the numbers of categorized classes of labour employed (own and local labour) each day for the said period by the Contractor for execution of the Contract. Such a return shall be submitted by the seventh day of the month following the month to be reported.

4.3 Section 1200A: GENERAL

PSA 1: PROGRAMME OF WORK

Add the following:

"The Contractor shall base his initial programme of work on the extent of the work as described in the Project Specifications, contract drawings and Schedules of Quantities. Since the project is of a labour-intensive nature and training is to be provided, the training period for each activity shall be shown on the programme of works.

When drawing up his programme, the Contractor shall, *inter alia*, take into consideration and make allowance for:

- (i) Expected weather conditions and their effects.
- (ii) Known physical conditions or artificial obstructions.
- (iii) The accommodation and safeguarding of public traffic.
- (iv) Restrictions of the total length of deviation open to traffic at any one time.
- (v) The restricted nature of some of the work.
- (vi) All other actions required in terms of this contract.

The following details shall be submitted together with the programme:

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The overall labour and major plant resource levels on which the programme is based.
- (iii) The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc).
- (iv) A budget forecast of the value of completed work, including CPA and contingencies, but excluding VAT, month by month, for the full contract period.

Any deviation by the Contractor from the approved Programme will be at his own risk and no claim for delay arising as a result thereof, will be considered."

PSA 2: WORKMANSHIP AND QUALITY CONTROL

Add the following to Clause 5.5.1:

"No routine leveling, or material testing will be carried out by the Engineer on behalf of the Contractor. The Engineer shall only verify the Contractor's levels and laboratory test results upon written submission thereof to him by the Contractor. No work done shall be measured for payment purposes unless the required results have been submitted, and upon verification, been approved."

PSA 3 NOTICES, SIGNS AND ADVERTISEMENTS

Add the following to Clause 4.2:

"One Contract sign board to be provided and erected shall be manufactured according to the drawing provided".

PSA 4 PAYMENT

(b) Rates to be inclusive

Add the following paragraph to Clause 2.3 (c):

"The Contractor is to take note that the cost of any labour, plant and materials for construction details not specifically described in payment items, but which is essential for the completion of the work as indicated or specified, be deemed to be included in the tendered rates."

Add the following sub-clauses:

Work in confined areas

Except where provided for in the specification and the Pricing Schedule no extra payment shall be made nor shall any claim for additional payment be considered for construction in confined areas. The omission of standard pay items from the schedule of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the bulk rate."

PSA 5 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

The determination of the extension of time in accordance with Clause 42 of the General Conditions of Contract for inclement weather (including rain, wind, cold etc.) shall be determined according to Method II (Critical path method).

The Value of "n" referred to in the Standard Specifications is 2 working days per calendar month. All extensions of time shall be based on 6 working days per week.

PSA 6 MATERIALS

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply. Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineers office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturers' current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be new (unused).

Earth, stone, gravel, sand, and all other materials excavated or presented on the site or in borrow areas provided by the Employer shall not become the property of the Contractor but will be at his disposal only in so far as they are approved for use on the Contract. Existing structures on the site shall remain the property of the Employer and except as and to the extent required elsewhere in the Contract shall not be interfered with by the Contractor in any way.

No materials to be included in the works shall be damaged in any way and should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorized by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The quantities set out in the Bill of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The Contractor shall therefore, before ordering materials of any kind, check with the Engineer the quantities required. No liability or responsibility whatsoever shall attach to the Employer for materials ordered by the Contractor except if they have been ordered in accordance with written confirmation issued by the Engineer.

PSA 7 ENVIRONMENTAL IMPACT CONTROL

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and to ensure normal good construction practice expected of the Contractor, the following are to be observed:

- (a) No littering by construction workers must be allowed. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer.
- (b) Adequate provision must be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances, be allowed. Refer to clause PS 1302(d).
- (c) Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action must be taken to clear the effected area.
- (d) No unused or rejected bituminous or cementitious products shall be dumped on the site of the works, nor in borrow pits, but shall be taken to the supplier's production plant for controlled disposal at an approved waste disposal site.
- (e) No spillage of bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Engineer.

No separate payments will be made to observe these requirements as they are deemed to be included in the amount tendered for in item B 13.01(c), the Contractors Obligations: Time Related Obligations. Any avoidable non-compliance with these rules may be considered sufficient ground for withholding payment of part or all amounts to be paid for the above item.

PSA 8 GENERAL REQUIREMENTS

Add the following to Clause 4.2:

Contractor's ablution facilities

The Contractor shall, at each construction section, provide sufficient portable chemical latrine units. Furthermore, the Contractor shall also provide a portable chemical latrine unit at each temporary traffic control facility. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement, and the costs thereof shall be deemed to be included in the rates tendered for the Contractors time-related obligations"

PSA 9 PAYMENT

The contractor's General Obligations.

Add the following:

"The total amount tendered under item A1 and A2 may in total not exceed 15% of the total tender amount (excluding VAT). Furthermore, item A1 may not exceed 10% and item A2 may not exceed 5% of the total tender amount (excluding VAT). In the event of the tenderer tendering amounts exceeding the amounts allowed for in the above, it will be reduced to the amounts allowed above and the balance shall be paid to the contractor as follows:

- 50% upon completion of 50% of the work; and
- 50% upon completion of the Works.

Expenditure under the PC Sum items shall be made in accordance with the relevant GCC and SANS clauses. The

provisional sums shall be paid for actual payments made by the Contractor, only if prior approval from the Engineer has been obtained in writing.

The tendered percentage is a percentage of the amount actually spend under these items and shall include full compensation for the handling cost of the Contractor, profit, overheads and incidentals in connection with payment made by the Contractor.

Payment for expenditure under these items will be made in full as and when the money is expended, subject to written proof by the Contractor of payment of amounts.

PSA 10 Supply and erect Project Nameboard complete as per drawings

The unit of measurement is the number of nameboards supplied and erected complete as per drawings.

The tendered rate shall include full compensation for the supply and erection, including all material, equipment and labour required of the project nameboards as specified.

PSA 11 ACCOMMODATION OF TRAFFIC

GENERAL REQUIREMENTS

(a) Handing over of the site:

Substitute this sub-clause with the following:

"The entire site will be handed over to the contractor at the commencement of work. All work under this contract must be scheduled in such a manner that inconvenience to the public is minimized, and the right to access and use public as well as private roads be respected. No portion of the work could commence until sufficient arrangements for the accommodation of traffic had been made.

TEMPORARY TRAFFIC-CONTROL FACILITIES

Traffic control devices

Add the following:

"On all sections of the road where channelization is done so that only one-way traffic is allowed, traffic control measures shall be instituted at both ends of such a section by means of STOP and RY/GO signs.

No STOP/GO operations shall be carried out before sunrise or after sunset. Closing of any section of road shall only start at or after sunrise and such a section open in full for traffic before sunset. No work or equipment shall be allowed on the road during night-time where traffic is not controlled by traffic lights.

Movable temporary signs must allow for effective loading on the basis of the signs to prevent wind or eddies behind moving vehicles from blowing over the signs."

Road signs and barricades

Add the following:

"All road signs shall be new or in such a condition that is accepted as new by the Engineer, as prescribed in the SARTSM.

The erection of road signs and Barricades shall be in accordance with the SARTSM. The road signs shall be inspected twice daily in consultation with the Engineer. Each inspection shall be reported on in writing. The Engineer shall determine the aspects to be reported on. The Engineer and the safety officer shall sign the reports on a daily basis. The Contractor shall report on a monthly basis at the site meeting. In the event of the Contractor neglecting to or refusing to supply the necessary safety measures to ensure the safety of the public as determined by the Local Authority or the Engineer, it shall be deemed sufficient reason to halt all work on the contract until such time as the requirements are met to the satisfaction of the Resident Engineer.

The height and lateral positions of signs shall be in accordance with the South African Road Traffic Signs Manual.

The Contractor shall have on site sufficient extra road signs, barricades, danger plates and any other safety regulators to replace any defected or missing items.

Channelization devices and barricades

Add the following:

"The use of drums shall not be permitted for the accommodation of traffic on this contract. The traffic channelization shall be carried out by means of plastic type delineators (Sign TW401/402) at sections where traffic is deviated for more than one day. Cones of 750mm height shall be used at most of the STOP/GO operations".

Delineators shall have a sign face measuring 250mm x 1000mm in size and shall be capable of withstanding gusting winds in typical working conditions without falling over. Delineators with steel supports and bases shall not be permitted.

Warning devices

Substitute this sub-clause by the following:

"All self-propelled vehicles and plants used on the works shall be equipped with warning lights and signs. Warning lights shall be rotating amber-colored lights. Warning signs with the words Construction Vehicle or Konstruksievoertuig shall be mounted on the vehicle in such a manner as to be at least 1.5 m above ground level and clearly visible. All lights must at all times be visible from all directions."

Add the following sub-clauses:

Workers

All workers in a work area shall be dressed in clearly visible clothing. Red-orange, orange or yellow overalls shall be worn by all workers.

Maintenance

In the event of the contractor neglecting to erect a road sign or replace a defective sign within one hour of being instructed in writing to do so by the Engineer, the Contractor shall pay a penalty of twenty rand (R20) per hour per defective or missing sign to the Employer. Road signs unnecessarily left in position after work in a particular area had ceased, shall also be deemed to be a defective road sign.

Demarcation of a work area

The work area shall be demarcated by means of traffic control aids as shown in the drawings. Tapering leading to a work area must be positioned so that sufficient warning is given to public traffic. Where instructed by the Engineer, rumble strips shall be installed.

Maintenance of accommodation of traffic system

The contractor shall on an ongoing basis (including in the evenings during weekends and holidays) inspect the accommodation of the traffic system and equipment and rectify any damage or disturbance forthwith.

PSA 12 DAYWORKS

Add the following section

SECTION B 1800: DAY WORK

CONTENTS

- B 1801 SCOPE**
- B 1802 GENERAL REQUIREMENTS**
- B 1803 LABOUR**
- B1804 MATERIALS**
- B1805 PLANT**
- B 1806 MEASUREMENT AND PAYMENT**

B 1801 SCOPE

This section covers the evaluation and method of measurement and payment for work, ordered by the Engineer in writing, carried out on a daywork basis, all in accordance with subclause 6.5 of the GCC 2015.

B 1802 GENERAL REQUIREMENTS

Work will be classified as day work only if the Engineer considers no other rate in the Bill of Quantities appropriate for payment purposes.

Only work ordered in writing by the Engineer to be executed as daywork shall be measured and paid for at the rates tendered in the Bill of Quantities.

The Contractor shall keep and submit records of the work performed in accordance with the requirements of Clause 6.5 of the GCC 2015.

B 1803 LABOUR

The tendered rates for labour to be included as daywork charges shall include the salaries and wages of gangers or charge hands working with their gangs but shall exclude the costs of the time of the foremen or supervisors which will be deemed to have been included in the sums tendered for the relevant items in section 1300 of the Bill of Quantities.

Gross remuneration, as specified in subclause 6.5 of the GCC 2015, will be deemed to include the following:

- (a) Basic salary/wage
- (b) Overhead charges such as fringe benefits not reflected in basic salary and wages which may include:
 - * normal annual bonus
 - * employers' contribution to medical aid
 - * group life assurance premiums
 - * employers' contribution to pension/provident fund
 - * all other costs per letter of appointment of personnel

and costs payable due to statutory requirements.

The rates tendered for labour shall include for the actual cost of salaries and wages, all overhead charges, profit, liabilities, obligations, risks and incidentals for all workmen to execute work by dayworks.

B 1804 MATERIALS

The netto cost price of materials (exclusive of VAT) actually delivered to the site to be included as daywork charges shall include the costs of delivery to the usual points at which materials are received on the site.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

The percentage tendered as an on-cost on the net cost price of materials shall include for all handling, overheads, profit, liabilities, obligations, risks, incidentals and other on-costs for the supply, delivery and distribution of material for daywork to the individual site(s) where daywork is in progress.

B 1805 PLANT

The full inclusive hourly cost of operational plant which is available on site, or which has been removed without written authorization of the Engineer, to be included as daywork charges will be taken to be the tendered rate which, in the opinion of the Contractor, will be applicable in all respects to the situation and terms of the contract.

The hourly rate tendered or agreed shall constitute the daywork rate for the plant and will be deemed to include all costs for plant operators, consumable stores, fuel maintenance, depreciation, ground-engaging tools and all other incidentals necessary to operate the plant for the purposes for which it was designed.

Failure on the part of the Contractor to state in the Bill of Quantities the plant on which his tender is based, shall be considered as a firm agreement on the part of the Contractor that he waives all rights to distinguish between the different types and capacities of plant falling within the description and/or category given, and the Engineer shall have the right to call upon the Contractor to supply any such plant to the site perform the work as directed by him at the particular tendered rate.

Sixty percent (60 %) of the hourly rate tendered or agreed will be paid in respect of plant, which is being employed for daywork, but standing idle on the specific instructions of the Engineer, as full compensation for idle costs of daywork plant.

For plant not on site, the costs of establishing items of plant on the site for daywork on specific instruction of the Engineer will be negotiated with the Contractor at the time that such daywork is contemplated.

B 1806 MEASUREMENT AND PAYMENT

ITEM

UNIT

B 18.01 Labour charges

- | | | |
|-----|---|----------|
| (a) | (description of employee/designation/skill indicated) | hour (h) |
| (b) | (etc. for other designations/skills) | hour (h) |

The unit of measurement shall be the hour of time worked by the particular employee on the designated work on instruction by the Engineer.

The daywork rates submitted for labour in the Bill of Quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The rates shall be for normal working hours and shall be increased pro rata for overtime at the standard rate applicable if the work performed outside working hours is approved in writing by the Engineer.

The tendered rates shall include full compensation for all costs for salaries and wages, use and maintenance of tools and equipment, holidays with pay and financial charges of any description incurred by the Contractor and his subcontractors as well as for all insurance, accommodations, travelling, travelling time, supervision, overheads, profit obligations, risks and any other emoluments and incidentals necessary for labour to execute work as daywork.

ITEM

UNIT

B 18.02 Material charges

- | | | |
|-----|--|-----------------|
| (a) | Actual cost of material (excluding VAT) | Provisional Sum |
| (b) | Handling cost in respect of subitem PS 18.02 (a) | Percentage (%) |

Expenditure under this item shall be made in accordance with clause 6.6 of the GCC 2015. The provisional sum allowed shall include for the actual cost incurred for materials used in authorized daywork. The actual costs for materials shall not be subject to contract price adjustment.

The tendered percentage is a percentage of the amount actually spent under subitem PS 18.02(a) and shall include full compensation for the handling costs of the Contractor, profit, overheads and incidentals in connection with materials used for daywork on the instructions of the Engineer.

Payment for expenditure under this item will be made in full as when the money is expended subject to written proof by the Contractor of payment of invoiced amounts.

ITEM

UNIT

B 18.03 Plant charges

- | | | |
|-----|----------------------------------|----------|
| (a) | (description of plant indicated) | hour (h) |
| (b) | (etc. for other plant) | hour (h) |

The unit of measurement shall be the hour actually worked by each item of plant (vehicle, machine or equipment) on the designated work on instruction by the Engineer.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of work. Any long period of idling at any one time which in the opinion of the Engineer or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured by payment.

The tendered rates include full compensation for furnishing and using the plant, including the cost of plant operators, consumable stores, fuel, ground-engaging tools, maintenance and for all other incidentals necessary to execute the authorized daywork as specified.

Where there is ambiguity between the power developed at the flywheel and mass of machine, the power shall govern the measurement category.

4.4 OCCUPATIONAL HEALTH AND SAFETY

SECTION 1: INTRODUCTION

OHS1.1 Scope of Health and Safety Specification Document

The health and safety specifications pertaining to this project cover the subjects contained in the index and are intended to outline the normal as well as any special requirements of the Client pertaining to the construction health and safety matters applicable to the project.

The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted in any way whatsoever, to countermand or nullify any stipulation of the ACT, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

OHS1.2 Preamble

This "Health and Safety Specifications" document is governed by the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), hereinafter referred to as the Act, with specific reference to Construction Regulation 5(1) (a) and 5(1) (b). Notwithstanding this, cognisance should be taken of the fact that no single ACT or its set of Regulations can be read in isolation.

Included in these specifications is set rules to assist the principal contractor, contractors (sub-contractors) and client of the project in controlling and managing construction health and safety issues on the construction site, as stipulated in the OHS ACT.

The specifications and rules do not relieve the principal contractor, contractors (sub-contractors) or their employees from any legal obligation under the requirements of the "Basic Conditions of Employment Act" or the "Occupational Health and Safety Act".

The specifications and rules will apply for the duration of the project. Should the principal contractor or contractors (sub-contractors) not comply, it will be deemed as a breach of contract.

The principal contractor will carry full responsibility and accountability regarding the adherence to any health and safety issues when contractors (sub-contractors) are used to carry out any construction work on the project.

It must be noted that the client may stop any contractor from executing construction work, which is not in accordance with the client's health and safety specifications or rules for the project or which poses a threat to the health and safety of any person.

OHS1.3 Purpose

The purpose of this Specification is to brief the Principle Contractor and Contractors on the significant safety aspects of the project. It provides information and requirements on *inter alias*:

- a) safety considerations affecting the site and its environment;
- b) health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters; and
- d) the principal contractor's health and safety plan

SECTION 2: GENERAL REQUIREMENTS

OHS2.1 Definitions

Important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

"Purpose of the Act"-

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

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

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away

"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

“client” means any person for whom construction work is being performed;

“competent person” means a person who-

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) is familiar with the Act and with the applicable regulations made under the Act;

“construction manager” means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

“construction site” means a workplace where construction work is being performed;

“construction supervisor” means a competent person responsible for supervising construction activities on a construction site;

“construction vehicle” means a vehicle use as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work.

“construction work” means any work in connection with-

- (a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

“contractor” means an employer who performs construction work;

“demolition work” means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

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

“explosive actuated fastening device” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall arrest equipment” means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;

“fall protection plan” means a documented plan, which includes and provides for-

- (a) all risks relating to working from a fall risk position, considering the nature of work undertaken;
- (b) the procedures and methods to be applied in order to eliminate the risk of falling; and
- (c) a rescue plan and procedures;

“fall risk” means any potential exposure to falling either from, off or into;

“health and safety file” means a file, or other record containing the information in writing required by these Regulations;

“health and safety plan” means a site, activity or project specific documented plan in accordance with the client’s health and safety specification;

“health and safety specification” means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

“material hoist” means a hoist used to lower or raise material and equipment, excluding passengers;

“medical certificate of fitness” means a certificate contemplated in regulation 7(8);

“mobile plant” means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

“National Building Regulations” means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No R. 2378 of 30 July 1990, as amended by Government Notices No’s R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

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

“principal contractor” means an employer appointed by the client to perform construction work;

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

“shoring” means a system used to support the sides of an excavation and which is intended to and prevent the cave-in or the collapse of the sides of an excavation;

“structure” means-

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- (b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work, or
- (c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

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

“temporary works” means any false work, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during constructing work;

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

OHS2.2 Employer

OHS2.2.1 The Employer will appoint the Contractor in writing for the execution of the works.

OHS2.2.2 The Employer will take reasonable steps to ensure that the Contractor’s health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

OHS2.2.3 The Employer or his Agent will stop the Contractor from executing construction work should the Contractor at any stage in the execution of the works:

- a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or
- c) act in any way which may pose a threat to the health and safety of persons.

OHS2.3 Principal Contractor

OHS2.3.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulation. The Principal Contractor shall submit the notification in writing prior to commencement of work.

OHS2.3.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of the Specification. The specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract continue to be a legal requirement of the Principal Contractor.

OHS2.3.3 The Principal Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration or execution of the works.

OHS2.3.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

- OHS2.3.5** The Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. See Section 5 of the Specifications for more information regarding health and safety costing.
- OHS2.3.6** The Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
- OHS2.3.7** The Principal Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an Inspector, Employee or Sub-contractor.
- OHS2.3.8** The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Employer.
- OHS2.3.9** Ensure that all his or her employees have a valid medical certificate of fitness specific to the Construction Work to be performed and issued by an occupational health practitioner.

SECTION 3: CONSTRUCTION HEALTH and SAFETY PLAN

The principal contractor has to demonstrate to the Client that it has developed a suitable and sufficiently documented construction health and safety plan for the specific project appointed, as well as the necessary competencies, experience and resources to perform the construction work safely.

OHS3.1 Contents of the construction health and safety plan

The health and safety management programme should at least provide a detailed overview of the following matters:

- a. Structure and organisation of OHS ACT responsibilities and appointments
- b. Management of the project's construction health and safety hazards and risks.
- c. Communication of the health and safety management programme.
- d. Programme for construction health and safety internal audits and inspections
- e. Programme for construction health and safety investigations regarding incidents/accidents.

OHS3.2 Structure and organisation of OHS ACT responsibilities and appointments

OHS3.2.1 Contractor's Construction Safety Officer

Before commencing work, the Contractor shall designate a competent Construction Safety Officer (CSO) who shall be acceptable to the Agent to represent and act for the Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor.

The Contractor's CSO shall make available to the Employer a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the works.

OHS3.2.2 Overall Supervision and Responsibility for Construction Health and Safety

- The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1) (k), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16(1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act.
- All OH&S Act (85/1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the Principal Contractor to become part of site records (Health & Safety File).
- The Construction Manager and Assistant Construction Manager appointed in terms of Construction Regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal contractor to become part of site records (Health & Safety File).

- All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

OHS3.2.3 Specific Supervision Responsibilities for Construction Health and Safety

Several appointments or designations of responsible and/or competent people in specific areas of construction work is required by the Act and Regulations.

The appointments must be in writing and competency of appointees must be available on the Health and Safety File.

OHS3.3 Communication of the health and safety management programme

The communication principles to be applied should cover the following:

- a. Construction health and safety goals for the project and arrangements for monitoring and reviewing health and safety performance.
- b. Arrangements for:
 - regular liaison between stake holders on site; and
 - consultation with the workforce
- c. Selection and control of contractors (sub-contractors)
- d. The exchange of construction health and safety information between all stake holders (client, contractors' sub-contractors, designers, etc.) *This will include the following;*
 - site security
 - site induction, onsite training
 - site facilities, e.g. sanitation
 - first-aid facilities
 - reporting and investigation of accidents and incidents
 - the production and approval of risk assessments and method statements
 - site rules; and
 - fire and emergency procedures
- e. Reporting to the client, i.e. results and action of construction health and safety inspection, incident investigations and minutes of safety committee meetings.
- f. Reporting of incidents to the Department of Labour and compensation insurer where appropriate.

OHS3.4 Construction health and safety internal audits and inspections

The Client and/or its Agent on the Client's behalf will be conducting periodic audits at times agreed with the principal contractor. This audit will monitor and ensure that the principal contractor has implemented, adhering to and is maintain the agreed and approved health and safety plan. Non – conformances will be highlighted for ratification to ensure that the Client is not unduly exposed regarding the requirements as stipulated by the OHSACT.

A representative and/or the relevant health and Safety Representative(s) of the principal contractor must accompany the Client and/or its Agent on its behalf on all audits and inspections.

The principal contractor shall conduct his/her own inspections/internal audits at regular intervals. Copies of these inspections/internal audits must be handed to the Client and/or its Agent.

Copies of Health and Safety Committee meeting minutes must be available to the Client and/or its Agent, reflecting recommendations made by the committee to the principal contractor for reference purposes.

OHS3.5 Construction health and safety incident/accident investigations and reporting

The principal contractor shall report all incidents where an employee is injured on duty to the extent that the incident caused the following conditions:

- a. fatal
- b. unconscious
- c. loses a limb or part of
- d. becomes ill
- e. permanent physical defect

The principal contractor shall report all investigations regarding incidents, where:

- a. major incident (safety, health or environmental) occurred
- b. health or safety of any person was endangered.
- c. hazardous/danger substance was spilled
- d. uncontrolled release of any substance under pressure occurred
- e. machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects.
- f. uncontrolled running of machinery

OHS3.6 Construction health and safety training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be made available to the Client if so required.

OHS3.6.1 Construction health and Safety Induction Training

All employees of the principal and any other contractor (subcontractor) must be in possession of proof of construction health and safety induction training. This training will include:

- risk identification
- safe work procedures (SWP)
- personal protective equipment (PPE) the use and the necessity thereof
- health and safety outside the workplace
- legal impact of health and safety matters
- introduction to the "Workmen's Compensation Act".
- site security
- sanitation facilities
- first aid facilities
- fire and emergency procedures
- roll of health and safety representatives and the selection of them
- working hours and general working conditions
- incident reporting and procedures
- incident investigation and procedures

OHS3.6.2 Other Training

All employees in jobs requiring competency in terms of the Act and Regulations must be in possession of valid proof of training/experience to be credited for competency.

Specific construction health and safety training requirements for this project includes:

- construction health and safety representatives
- first aider – Level 1
- risk assessor

OHS3.7 Construction health and safety budget

To enable the Client to comply with Construction Regulation 5(1) (g), the principal contractor has to demonstrate to the Client that sufficient provision has been made to implement and managed the health and safety plan of the principle contractor.

A detailed schedule of costs therefore has to be included in the health and safety plan submitted. This includes the following subjects:

OHS3.7.1 Administration

- Compile a health and safety plan
- Notification of construction work
- Proof of good standing with the compensation fund or with a licensed compensation insurer

OHS3.7.2 Construction Health and Safety Management Programme

- Appointment of a Safety Officer(s) (full-time or part-time)
- Appointment of a Health and Safety Consultant if required
- Other cost relating to the implementation and managing of the Health and Safety Management Programme

OHS3.7.3 Personal Protective Equipment (PPE)

The Principal contractor is required to identify the hazards in workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present to allow them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintains the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensured that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s), for which the equipment was prescribed but an alternative solution has to be found, that may include relocating the employee.

The principal contractor may not charge any fee for protective equipment prescribed by him or her but may charge for equipment under the following conditions:

- *Where the employee requests additional issue in excess of what is prescribed;*
- *Where the employee has patently abused or neglected the equipment leading to early failure; and*
- *Where the employee has lost the equipment*

All employees shall, as a minimum, be required to wear the following personal protective equipment on the project:

- Head protection. e.g. hardhats
- Eye protection, e.g. goggles
- Hearing protection, e.g. earplugs
- Footwear, e.g. safety shoes
- Hand protection e.g. gloves
- Clothing, e.g. overalls
- Fall protection, e.g. harnesses (**no monkey chain type harness will be allowed on site**)
- Inhalation protection, e.g. dust masks

OHS3.7.4 Employee Site Facilities

- Adequate facilities shall be provided for employees on site, i.e.
 - protected change room for each gender
 - toilets for each gender
 - hand wash facility
 - drinking water

OHS3.7.5 Health and Safety Signage

- Access to the construction site must be controlled
- Health and safety signage to inform visiting public, employees, client, etc must be prominently displayed.

- The following signage shall be displayed:
 - *No Unauthorised Entry*
 - *Danger: Construction Work in Progress*
 - *Visitors to Report to Site Office*
 - *Site Office*
 - *First-aid facility and control*
 - *Fire equipment*

OHS3.7.6 Health and Safety Notice Board

- A health and safety notice board (2000mm x 1000mm) shall be erected on site with the following information displayed:
 - Safety notices
 - Safety awareness poster
 - Site rules
- Information regarding emergency contact numbers of:
 - Doctor
 - Ambulance
 - Hospital
 - Fire Brigade
 - Safety Officer
 - Project Manager
 - First aider
 - Site evacuation map and zones

OHS3.7.7 Training

- Provision must be made to train employees regarding competency as required by the Act and Regulations, this will include the following activities:
 - **Health and Safety Representative(s)**
Every contractor on site, with ten or more employees must have a health and safety representative (Section 17 (6)) , and where the total number of all employees on site is less than 20, the principal contractor shall ensure that at least one health and safety representative is available on site.
 - **First Aider**
Every contractor with ten or more employees shall have a person with a valid certificate of training in First Aid – Level 1. The first aider shall permanently be available on site
 - **Risk Assessor**
Every contractor performing construction work shall before commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person.
- The training provision should be read in conjunction with the ACT, Construction Regulations or any other Regulation and Safety Requirements which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project.

OHS3.7.8 First Aid Station

- Every contractor with five or more employees shall have a first aid box on site. The first aid box shall contain suitable first aid equipment which includes at least the equipment stipulated in the Annexure of the General Safety Regulations.

OHS3.8 Logbooks and Registers

The following logbooks and registers shall be implemented and managed in terms of the Act and Regulations:

OHS3.8.1 Health and Safety Appointments

The health and safety appointments and proof of competency shall be as stipulated in the Act and Regulations

OHS3.8.2 Logbooks and Registers

The following logging shall be carried out and recorded for the initial start of the project:

- Fire extinguishing
- First aid
 - incident/accident reporting
 - incident/accident investigation
- Portable electrical equipment
- Scaffolding
- Ladders
- Gas welding and cutting
- Excavation
- Construction vehicles
- Earth leakage testing
- Information signage
- Health and Safety inspections by Health and Safety Representatives
- Monthly Health and Safety Committee meeting minutes
- Attendance register
 - induction training
 - toolbox talks

Other logbooks/registers shall be implemented during duration of the project as stipulated by the Act and Regulations.

OHS3.8.3 Record Keeping Responsibilities

Record keeping responsibilities by the Principle Contractor and Contractors have to be implemented for reference and made available on request to an inspector, the client and the client's agent.

OHS3.9 Construction Health and Safety File

Contents of the Construction health and Safety file

The minimum contents of the health and safety file shall include:

- Health and safety plan
- Brief description of work
- Health and safety specifications as provided by the Client
- Risk assessment
- Safe work procedures
- Notification of construction work
- Letter of good standing with the compensation fund or approved compensation insurer
- Program of construction work
- Minutes/audits of health and safety inspections and meetings
- Documentation supporting the managing of the health and safety programme
- As-built drawings
- Arrangements with contractors (sub-contractors) and/or mandatory.
- Method statements for specific health and safety requirements as identified during the duration of the project
- Construction health and safety incident recording and the investigation thereof.

SECTION 4: PROJECT RISK PROFILE

OHS4.1 Methodology

Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Programme to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily/hourly basis. Therefore, due caution is to be taken by the principal contractor when dealing with the identification of hazards and risks.

The risk assessment to be conducted for this project shall be defined as workplace risk assessment. Workplace risk assessment is a set of ongoing management and engineering activities of the project, aimed at ensuring that the health, safety and environmental hazards/risks of the project are identified, understood and minimised to a reasonable, achievable and tolerable level.

The following guide can be helpful to conduct and manage risk assessments:

Step 1:

Identifying the current as well as emerging hazard, risks or exposures.

Step 2:

Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential to repeat itself on a frequent basis.

Step 3:

Involve as many people as possible in the ongoing risk assessment process especially those at risk.

Step 4:

Gather all the information and analyse it.

Step 5:

Look at what actually could or has occurred including non-routine operations.

Step 6:

Use a systematic approach to ensure all hazards are adequately addressed.

Step 7:

Assess the risks identified or the risk that occurred by taking into account the effectiveness of current as well as controls under consideration.

Step 8:

Ensure the process is practical, realistic, cost and business effective.

Step 9:

Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

OHS4.2 Contents of the risk assessment programme

All risk assessments shall be conducted in terms of an acceptable methodology, prior to commencement of work, according to the provisions of CR9 and should cover at least the following:

- Movement of construction vehicles
- Bulk earth works
- All work near overhead power lines and underground cables
- Locating underground cables/existing services
- Hand excavation of trenches
- Mechanical excavation of trenches
- All work carried out inside trenches, including compacting, pipe laying, backfilling etc.
- Temporary stockpiling and removal of excavated material
- Transporting material
- All work carried out from scaffolding
- Storage and stacking of construction material
- Waste management of construction debris and litter
- All work carried out on live electrical installations
- Welding in confined spaces
- Working at heights – bricklaying, painting, roof work
- Demolition work
- Working with hand tools
- Working with portable electrical tools
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards due to any of the above activities

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.

The risk assessment to be included in the Health and Safety Plan must clearly indicate:

- The methodology used to conduct the risk assessments.
- Breakdown of processes and activities covered
- Risk grading anticipated i.e. high, medium or low
- Safe work procedures and the communication thereof

All risk assessments are to be conducted by a competent person as appointed. The plan must include a declaration in this regard, or the risk assessment must contain the signature(s) of this appointed persons.

Risk assessments are to be communicated to the Client's OHS Agent prior to commencement of work.

The OHS Agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.

Risk assessments are to cover safety as well as health hazards.

OHS4.3 Base-line risk assessment of the Project

The following risks were anticipated for this project, and shall form part of the principal contractor's base-line risk assessment:

OHS4.3.1 Designated danger areas on site

All designated danger areas on site shall be demarcated by the contractor with appropriate material and hazard notices posted at strategic points to prevent unauthorized persons entering the danger area.

Appropriate material to safeguard danger areas includes:

- Safety netting 1m in height
- Timber boards or similar material
- Corrugated sheeting
- Wire fencing

Danger tape will not be allowed to be used as a single demarcation notice. It can only be used as a support of hazard identification with various materials as identified above.

OHS4.3.2 Road Traffic Ordinance/Transportation Act

The contractor shall ensure that drivers and operators of vehicles, mobile plant and machinery are in possession of valid driver's licenses and competency certificates.

The contractor shall not permit any driver or operator to be in control of a vehicle or mobile plant or machinery at the works while under the influence of alcohol or drugs.

All vehicles of the contractor shall display a name board bearing the Contractors name. Hired vehicles shall bear an identifying sticker.

OHS4.3.3 Overhead power lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the contractor at all times.

OHS4.3.4 Machine guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded; the contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

OHS4.3.5 Concrete mixing equipment

The Contractor shall use or cause to be using any plant for the storage, gauging and mixing of materials for concrete unless:

- The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented.
- The storage area shall be protected from unauthorized entry by an adequate barrier. A safe and tidy approach shall be maintained to the aggregate storage area.
- The Contractor shall appoint operators skilled in the operation of the plant.
- On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Agent on request.

OHS4.3.6 Ladders

Every ladder shall be:

- a) Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders).
- b) Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

Except for extension ladders, no ladder shall be used which is longer than 4.5m and no ladder shall have its reach extended by tying together two or more ladders.

All ladders shall be inspected weekly and a log shall be kept of the inspections.

OHS4.3.7 Scaffold framework

OHS4.3.7.1 Foundations for scaffolding

The surface on which scaffolding is to be erected shall be approved by a Scaffolding Supervisor. Where doubt exists regarding the bearing capacity of the surface, a detailed investigation shall be carried out and, if necessary, the approval of a professional engineer obtained.

OHS4.3.7.2 Sole boards

A sole board shall;

- be of timber that complies
- be of width at least 225mm and suitable in length
- be of thickness at least 32mm, if the scaffold height does not exceed 15m; and
- be of thickness at least 45mm if the scaffold height exceeds 15m.

OHS4.3.7.3 Base Jacks

a) Steel base jacks of nominal diameter 38mm shall have;

- a welded base plate as specified, but without the spigot
- an unthreaded length of 150mm or more at the opposite end of the shaft to the base plate
- a safe working load of at least 30kN for axial loading at full extension; and
- if the jack is constructed from tube, a rolled thread

Some lateral loading is to be expected in addition to the axial load, and a safe working load of 1,3Kn for lateral loading at full extension shall be required.

b) Swivel Base Jacks

Base jacks may also be fitted with swivel base plates. In this case the supplier shall provide information regarding safe working loads.

OHS4.3.7.4 Base plates

A steel base plate shall:

- be of steel that complies
- be square, having sides of at least 150mm
- be of thickness at least 6mm
- have a spigot of length at least 50mm and of diameter not less than 10mm and not more than 20mm fixed centrally on one face.

OHS4.3.7.5 Standards

Examples of the usage for which each class of scaffolding is suitable are given below:

Class	Example of usage	Maximum number of working platform levels	Maximum platform safe working load Kg/m ²	Maximum spacing of standards (m)	Platform (excluding boards)	width inside
Very light (VL)	Inspection Painting Stone cleaning	4 x VL	80	3	675	1150
Light (L)	Repointing Replacing windows Plastering Insulation	3 x L	160	2.5	900	1150
Medium (M) (General purpose)	New building brickwork block work	2 x M 1 X VL	240	2	1125	1150
Heavy (H)	Masonry Heavy cladding	1 x H 1 X L 1 X VL	320	1,8	1125	1380

OHS4.3.7.6 Ledgers

The requirements for the use of ledgers are;

- a) Ledgers shall be horizontal and secured at right angles to each standard, except the lowest ledgers shall be fixed to sloping ground.
- b) The lowest level of ledgers or foot ties shall be fixed not more than 300mm above the bottom of the standards.
- c) Joints in the ledgers shall be staggered by at least one bay in length and shall be located not more than 900mm from a standard.
- d) Ledgers shall be fixed at vertical spacing not exceeding 2.1m.
- e) The top ledger shall be fixed at least 1m below the top of a standard.

OHS4.3.7.7 Ties

The ties used shall be either;

- a) of the fixed type which is positively fixed to the structure
- b) of the reveal type which relies on friction to provide the means of restraint.

OHS4.3.7.8 Bracings

Bracing shall;

- a) be provided to prevent distortion of scaffolding
- b) be arranged in triangular-shaped patterns with connections at a distance not exceeding 300mm from the intersections of vertical and horizontal members.

OHS4.3.7.9 Use of couplers

A ledger shall be connected to a standard by means of a double coupler.

OHS4.3.7.10 Working Platforms

Working platforms for scaffolding shall:

- a) consist of boards that have minimal gaps between the edges, and that are of approximately equal thickness, and that are so arranged that the ends are in line across the width of the platform.
- b) have all boards tied down and secured.
- c) have guardrails so fixed that its centre line is at a height of 900mm above the platform.

OHS4.3.8 Excavation/shoring

The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

The face of an excavation shall not be undercut.

All excavations, irrespective of depth, shall be adequately screened off with barrier netting or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Agent before excavation work continues.

OHS4.3.9 Prevention of uncontrolled collapse

The contractor shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work.
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

OHS4.3.10 Electrical equipment and procedures used by the contractor

All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Agent.

A record of the inspections shall be kept and shall be made available to the Agent on request.

The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements

All earth leakage units shall be tested at intervals of not more than one month and signed for by the qualified electrician.

OHS4.3.11 Commissioning safety precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/ machinery disengaged until the work or repairs have been completed.

OHS4.3.12 Toxic materials

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

OHS4.3.13 Hazardous chemicals and materials

The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.

The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the firefighting equipment, safety showers/baths and other washing facilities, prior to the commencement of work.

OHS4.3.14 Indemnity of the employer and his agents

Annexure A to this Specification contains a "Mandatory Form of Authority and Agreement in terms of Section 37() of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor's Health and Safety File.

Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliance.

OHS4.3.15 Design

OHS4.3.15.1 Significant hazards identified by the design consultants

No significant hazards could be identified which have not been considered in the detailed design. However, hazards must be anticipated that are due to and arising from shoddy and careless workmanship and unconventional construction methods used by semi-qualified or un-qualified craftsmen during skills transfer.

Work sequences are a logical progression of the construction of a building under consideration of the tender documentation, National Building Regulations the Occupational Health and Safety Specification, other specifications and manufacturer's instructions.

OHS4.3.15.2

The philosophy applied in design development and detail design was to provide details and finishes which are robust,

practical, safe, cost effective a most suitable for the application in their respective locations. The modes of construction are assumed to be conventional.

No major temporary works are anticipated to be required to other than those that are expected to be necessary for site establishment, support and securing of structures and finishes during their erection and installation for excavations and the erection and maintenance of scaffolding and working platforms.

Details and finishes have been designed, apart from some mechanical and electrical installation and Specialist Contractors that require conventional skills, and which can be transferred on site during the Construction process.

OHS4.3.16 Construction sanitation and domestic facilities

The Contractor shall, depending on the number of workers and the duration of the project, provide at the construction site the following clean and maintained facilities:

- a) at least one sanitary facility for every 15 workers (one facility for each gender)
- b) changing facility for each gender
- c) sheltered eating area

OHS4.3.17 HIV/Aids awareness

The Contractor must implement a HIV/Aids awareness programme for raising awareness' about HIV/Aids through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/Aids, how to live a healthy lifestyle with HIV/Aids, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted infections and the closest Health Service Providers.

Informing workers of their rights regarding HIV/Aids in the workplace and providing workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

OHS4.3.18 Fire precaution/protection

The Contractor shall ensure:

- a) that all appropriate measures have been taken to avoid the risk of fire on site.
- b) sufficient and suitable storage is provided for flammable liquids, solids and gases.
- c) smoking is prohibited a notice in this regard are a prominently by displayed at all places containing readily combustible or flammable materials.
- d) combustible materials do not accumulate on the construction site.
- e) suitable and sufficient fire-extinguishing equipment is placed at strategic locations and that such equipment is maintained in good working order.
- f) employees are trained to use firefighting equipment on site.

OHS4.3.19 Demolition work – Specific reference to asbestos

The Contractor shall develop a demolition plan for approval by the client. The demolition plan must address the following:

- a) Drawn up a method statement on the procedure to be followed in demolishing the structures.
- b) During demolishing check the structural integrity of the structures at intervals determined in the method statement to avoid premature collapses.
- c) *The following safety standards shall form part of the method statement:*
 - No floor roof or other part of the structures are overloaded with debris or material
 - Practicable precautions are taken to avoid the danger of the structures collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut.
 - Not require or instruct any person to work under unsafe overhanging material or structure, which has not been adequately supported, shored or braced.
 - Where the stability of an adjoining building structure or road is likely to be affected by demolition work on a structure, take steps as may be necessary to ensure the stability of such structure or road and the safety of persons.
 - Ascertain as far as reasonably practicable the location and nature of electricity and water.
 - Cause convenient and safe means of access to every part of the demolition site and structures.
 - Fence off the danger area.
 - Demolishing buildings shall be adequately illuminated where work is performed.
 - A waste removal plan shall be implemented as approved by the Client.
 - Waste and debris shall not be disposed from a height higher than 3m if a chute is not used, or an approved alternative is acceptable to the Client.
 - Where the risk assessment indicates the presence of asbestos the contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the Asbestos Regulations promulgated by Government Notice No R155 of 10 February 2002, as amended.

OHS4.3.20 Pollution of environment

The Contractor shall;

- a) put measures in place to minimize dust generation
- b) prevent the accumulation or littering of empty cement pockets, plastic wrapping/bags, packing materials etc.
- c) spillage/discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site are expressly prohibited.

OHS4.3.21 Noise mitigation

The Contractor shall;

- a) identify tasks where noise levels exceed 85 Db at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 Db.

OHS4.3.22 Lighting

The Contractor shall;

- a) install lighting in places where work is being executed, e.g. stairwells and confined working areas.

OHS4.3.23 Excavations

The Contractor shall ensure;

- a) the appointment of a competent person in writing to supervise and inspect excavation work.
- b) regular excavation inspection is carried out and recorded, i.e.
 - before every shift
 - after an unexpected fall of ground
 - after any substantial damage to the shoring
 - after rain

- c) that the managing of excavations deeper than 1.5m is;
 - shored/braced to prevent caving/falling in
 - provided access ladders for workers to gain safe access to excavation work
 - excavations guarded/barricade/lighted after dark in public areas
 - soil dumped at least 1 m away from the edge of excavation
 - on sloping ground soil dumped on lower side of excavation

OHS4.2.24 Housekeeping

The Contractor shall;

- a) Implement a waste management programme to ensure the removal of all items of scrap/unusable off cuts/rubble and redundant material at appropriate intervals.
- b) ensure that the stacking of construction material is;
 - stable, on a firm surface/base level
 - prevent from leaning or collapsing
 - stacked to make collecting accessible
 - ensure that adequate storage areas are provided and that these areas are free from weeds, litter, etc.

OHS4.2.25 Electricity

The Contractor shall ensure that the following safety precautions have been implemented for electricity works during the project period;

- a) electrical distribution boards and earth leakages;
 - are colour coded/numbered/symbolic sign displayed
 - area in front is kept clear and unobstructed
 - are fitted with inside cover plate/openings blanked off/no exposed "live" conductors/terminals/door kept close
 - switches/circuit breakers are identified
 - earth leakage protection unit fitted and operating
 - tested with an instrument. Test results are within 15-30 milliamps Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door.
 - apertures and openings used for extension leads to be protected against the elements and especially rain
- b) electrical installation and wiring (permanent or temporary);
 - temporary wiring/extension leads in good condition/no bare or exposed wires
 - earthing continuity/polarity correct
 - cables protected from mechanical damage and moisture
 - correct loading observed e.g. no beating appliance used from lighting circuit etc.
 - light fittings/lamp protected from mechanical damage/moisture
 - cable arrestors in place and used inside plugs
- c) physical condition of electrical appliances and tools;
 - insulation/casing in good condition
 - earth wire connected/intact where not of double insulated design
 - double insulation mark indicates that no earth wire is to be connected
 - cord in good condition/no bare wires/secured to machine & plug
 - plug in good condition, connected correctly and correct polarity

OHS4.2.26 Working at height

It is anticipated that the maximum working height will be 16m for this project, i.e. roof work.

The Contractor must ensure that the following minimum safety standards are implemented when work at height is carried out:

- A competent person appointed to plan and supervise roof work.
- Continuous risk assessments are carried out during the roof work construction period.
- Roof work drawings are updated.
- Inspections and the recording of inspections are carried out regularly.
- Workers conducting work at height have to be declared medical fit, and proof thereof be available on the health and safety file.
- Roof work to be discontinued when bad or hazardous weather prevails.
- Unprotected openings must be adequately guarded, fenced and barricaded with catch nets installed where necessary.
- Openings shall be covered of roof or robust construction and potential displacements are to be secured.
- A fall protection plan must be drawn up and implemented.

The fall protection plan shall include the following minimum requirements:

- Fall protection measures (including warning notices) when working close to edges or on fragile roofing material.
- Fall arrest equipment.
- Fall protection equipment.

OHS4.2.27 Site vehicles, plant and machinery

The Contractor shall ensure:

- a) that only competent operators will be allowed to operate vehicles plant or machinery that he/she have been allocated to
- b) that daily inspections are carried out prior to the use of vehicles, plant or machinery
- c) that record of daily inspections are kept on site
- d) that written proof of competency of operators is available on site
- e) that a site speed limit is posted and not exceeded

OHS4.2.28 Hand tools

The Contractor shall ensure that hand tools used during the construction period will be of good quality and maintained

OHS4.2.29 Explosive powered tools

The Contractor shall ensure that the following safety standards will be implemented when explosive powered tools are used on site:

- a) Only used by trained and authorized personnel.
- b) Prescribed warning signs placed or displayed where tool is in use.
- c) Inspected monthly by a competent person and results recorded in on site register.
- d) Issued and returned cartridges, nails, unused cartridges and empty shells will be recorded.

OHS4.2.30 Ergonomic risks

The Contractor shall ensure that the following ergonomic risks are considered during risk assessments of the project:

- a) Visual workplace – fall from height and tripping over construction material and debris.
- b) Awkward posture – health complications from unnatural posture due to picking up heavy plant, machinery, construction material and debris.

OHS4.2.31 Behavioral risks

The contractor shall ensure that the following behavioral risks are considered during risk assessments of the project:

- a) Man, and machine interaction – loose clothing caught in machinery and plant
- b) Workers not wearing issued PPE – disciplinary actions should be implemented if workers are not using their issued PPE.
- c) Using the right tool for the job- Home-made or damaged tools will not be allowed on site.
- d) Alcohol and other drugs – no use of alcohol or any other drug will be allowed on site.

OHS4.4 Continuous Risk Assessment

The purpose of implementing continuous risk assessment as part of the required risk assessment programme is to ensure that operational identified hazards and risks will be treated with due diligence.

The following activities must form the basis of continuous risk assessment:

- a) Safe work procedures
- b) Method statements
- c) Internal health and safety inspections

OHS4.4.1 Safe work procedures (SWP)

The Contractor must ensure that SWP's for the project address the following elements:

- The work method to be followed to conduct work safely
- Mitigate/eliminate or control workplace risks and hazard
- Responsibilities of competent personnel to implement safety measures
- Identify PPE, if required
- Identify correct equipment/tools/machinery to be used
- Identify training needs
- Reference of relevant registers to be completed
- Set timetable to rectify any non-conformances

OHS4.4.2 Method statements

Method statements to rectify health and safety non-conformances shall be required from the Contractor during the project period.

Method statements shall be copied to the Client's Health and Safety Agent for evaluation and audit purposes.

OHS4.4.3 Internal health and safety inspections

The Contractor shall conduct internal health and safety inspections on a regular basis. These inspections shall be recorded and be available on the health and safety file.

SECTION 5: MEASUREMENT AND PAYMENT

Occupational Health and Safety Act (Act 85 of 1993) with specific reference to Construction Regulation 4 (1) (h).

A special additional clause has been included in the Specification Preliminaries section of the Bills of Quantities. Tenderers have the opportunity to provide financially for the requirements of the above-mentioned Act as clarified in the Occupational Health and Safety Specification.

The following items serves as a breakdown of the expected cost items for the requirements of the Act and have to be duly completed and returned with the tender form (refer to the Occupational Health and Safety Specifications for detail of clauses as listed).

BILLED COST ITEMS

ITEM		Unit
1.	Requirements regarding the Health and Safety Plan as Clause 3.1	Sum
2.	Requirements regarding Health and Safety Training as Clause 3.6	Sum
3.	Requirements regarding Health and Safety Site Administration as Clause 3.7.1	Sum
4.	Requirements regarding Health and Safety Management Programme as Clause 3.7.2	Sum
5.	Requirements regarding Personal Protective Equipment (PPE) as Clause 3.7.3	Sum
6.	Requirements regarding Health and Safety Signage as Clause 3.7.5	Sum
7.	Requirements regarding Health and Safety Notice Board as Clause 3.7.6	Sum
8.	Requirements regarding First Aid Station as Clause 3.7.8	Sum
9.	Requirements regarding Logbooks and Registers as Clause 3.8.2	Sum
10.	Requirements regarding the Health and Safety File as Clause 3.9	Sum
11.	Requirements regarding Project Risk Assessment as Section 4	Sum
12.	Requirement regarding employee medical fitness as Section 2.3.9	Sum

4.5 ENVIRONMENTAL MANAGEMENT REQUIREMENTS

C1001 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Client writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C1002 DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined by the Client and the National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the National Department of Environmental Affairs and Tourism, (N.DEAT), that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C1003 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity.

Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified, and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to Subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscape
- Soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C1004 LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C1005 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved, he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comments on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The contractor shall undertake "good housekeeping" practices during construction as stated in the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C1006 TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees should have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees.

The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff, the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he intends concluding his environmental training obligations.

C1007 ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of Part C. This list is not exhaustive and shall be used for guideline purposes only.

C1008 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagate during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas, shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc.). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and cooking fuel

The contractor should provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-a ways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 meters from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the work. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

c) Waste Management

The contractor's intended methods for waste management and waste minimization shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site.

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalized workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorization to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures, he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery should be collected in a holding tank and sent back to the supplier. Water and oil should be separated into an oil trap. Oil collected in this manner shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chain age/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defect's notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analyzed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognizance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognized water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognizance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Schedule of Quantities.

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after revegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimize soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilizing methods. The engineer may only approve a completed spoil site at the end of the defect's notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability. The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant National Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer.

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shockwaves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bonded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals, thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be revegetated according to the engineer's instructions.

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist.

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

l) Noise Control

The contractor shall endeavor to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise shall be mandatory.

Should noise-generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defect's notification period.

C1009 RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C1010 COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

- a) Unnecessary removal or damage to trees
 - 2600mm girth or less : R 5 000 per tree
 - Greater than 2600mm, but less than 61800mm girth : R10 000 per tree
 - Greater than 6180mm girth : R30 000 per tree

- b) Serious violations:
 - Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
 - General damage to sensitive environments. : R 5 000 per incident
 - Damage to cultural and historical sites. : R 5 000 per incident
 - Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R1 000 to R5 000 per incident
 - Unauthorized blasting activities. : R 5 000 per incident
 - Pollution of water sources. : R 10 000 per incident
 - Damage to sensitive vegetation within "no-go" areas of vegetation damaged, (plus rehabilitation thereof at contractor's cost). : R 2 000 per m²

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

c) Less serious violations:

• Littering on site.	:	R1 000 per incident
• Lighting of illegal fires on site.	:	R1 000 per incident
• Persistent or un-repaired fuel and oil leaks.	:	R1 000 per incident
• Any person related to the contractor's operations found within the designated "no-go" areas.	:	R 500 per incident
• Any vehicles or equipment related to the contractor's operations found within the designated "no-go" areas.	:	R3 000 per incident
• Excess dust or excess noise emanating from site.	:	R1 000 per incident
• Dumping of milled material in side drains or on grassed Areas	:	R1 000 per incident
• Possession or use of intoxicating substances on site.	:	R 500 per incident
• Any vehicles being driven in excess of designated speed limits.	:	R 500 per incident
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.		R2 000 per incident
• Illegal hunting.		R2 000 per incident
• Urination and defecation anywhere except in designated areas.		R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Table 7/1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				SENSITIVE AREAS <i>(to be completed by compiler)</i>
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				SENSITIVE AREAS (to be completed by compiler)
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS <i>(to be completed by compiler)</i>
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

5. Management

5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- a) SANS 1921-1: 2004: Part 1: General engineering and construction works.

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.3.1	The planning, programme and method statements are to comply with the following: 1) Work must be completed within the allocated time. 2) Each village must be completed in full, before any work in the next village can start.
4.3.3	The notice period for inspection is 1 day.
4.14.5	The Contractor is required to provide latrine and ablution facilities for his own use only.
Variations	
None	
Additional clauses	
<p>1. Site meetings and procedures</p> <p>The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. A competent person from the Contractor, as well as the sub-contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.</p> <p>The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.</p> <p>2. Water and electricity</p> <p>The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:</p>	

- a) water: B
 b) electricity: A

Service	Option		
	A Contractor responsibility	B Employer responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

5.2 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5.3 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times.

5.4 Daily records

The Contractor shall keep daily records of resources (people and equipment employed), as well as a daily site diary in respect of work performed on the site. These documents must be kept on site and must be available for inspection at any time.

5.5 Payment certificates

Payment certificates will be done monthly. Agreement on quantities for measurement purposes shall be daily between the Contractor and the Engineer's representative.

MALUTI-A-PHOFUNG MUNICIPALITY

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

Scope of Work

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MALUTI-A-PHOFUNG MUNICIPALITY

PROCUREMENT OF A SERVICE PROVIDER FOR INSTALLATION OF SUPPLY LINE AND WATER RETICULATION FOR 770 STANDS AT HA-SETHUNYA

C4. Site Information

C4.1 LOCATION AND DESCRIPTION

The site is located in Maluti-A-Phofung Municipality, Ha-Sethunya Village in Qwa-Qwa area, as shown on the drawings.

C4.2 ACCESS TO SITE

Access to the site is via existing paved and gravel roads. These accesses must be kept open for the total duration of the project.

C4.3 SITE FACILITIES

C4.3.1 Water supply

The contractor must make his own arrangements with the local authority for a water supply for construction purposes, as well as for domestic use at the site office, and shall be responsible for all costs, if any, in this regard.

C4.3.2 Electricity

The contractor is responsible for the supply of electricity to the site office. An arrangement for an electrical connection may be made with the Maluti-A-Phofung Municipality. In the event of a connection being possible, the contractor shall be responsible for all costs for the connection and electricity consumption for purposes of the contract.

C4.4 CO-OPERATION WITH LOCAL AUTHORITY AND EMPLOYMENT OF LOCAL LABOUR

It is the responsibility of the contractor to liaise with the local authority for the procurement of labour, negotiation of wages, even distribution of labour amongst the communities, and to regulate and control all labour matters.

The contractor shall at each site meeting report on the number of labourers from the local communities in his employment.

A community liaison officer (CLO) will be appointed by the contractor after liaison with the ward councillor.

The remuneration of the CLO will be by the contractor.

Allowance is made in the Bill of Quantities for this payment.

It will be the duty of the CLO to assist the contractor in recruiting labour, maintaining discipline, effecting training, ensuring production and assist with retrenchment.

The CLO will advise the contractor on any possible labour disputes, and other labour related matters.

The Contractor shall pay all labour and other personnel the minimum wages as prescribed by legislation for the Harrismith area.

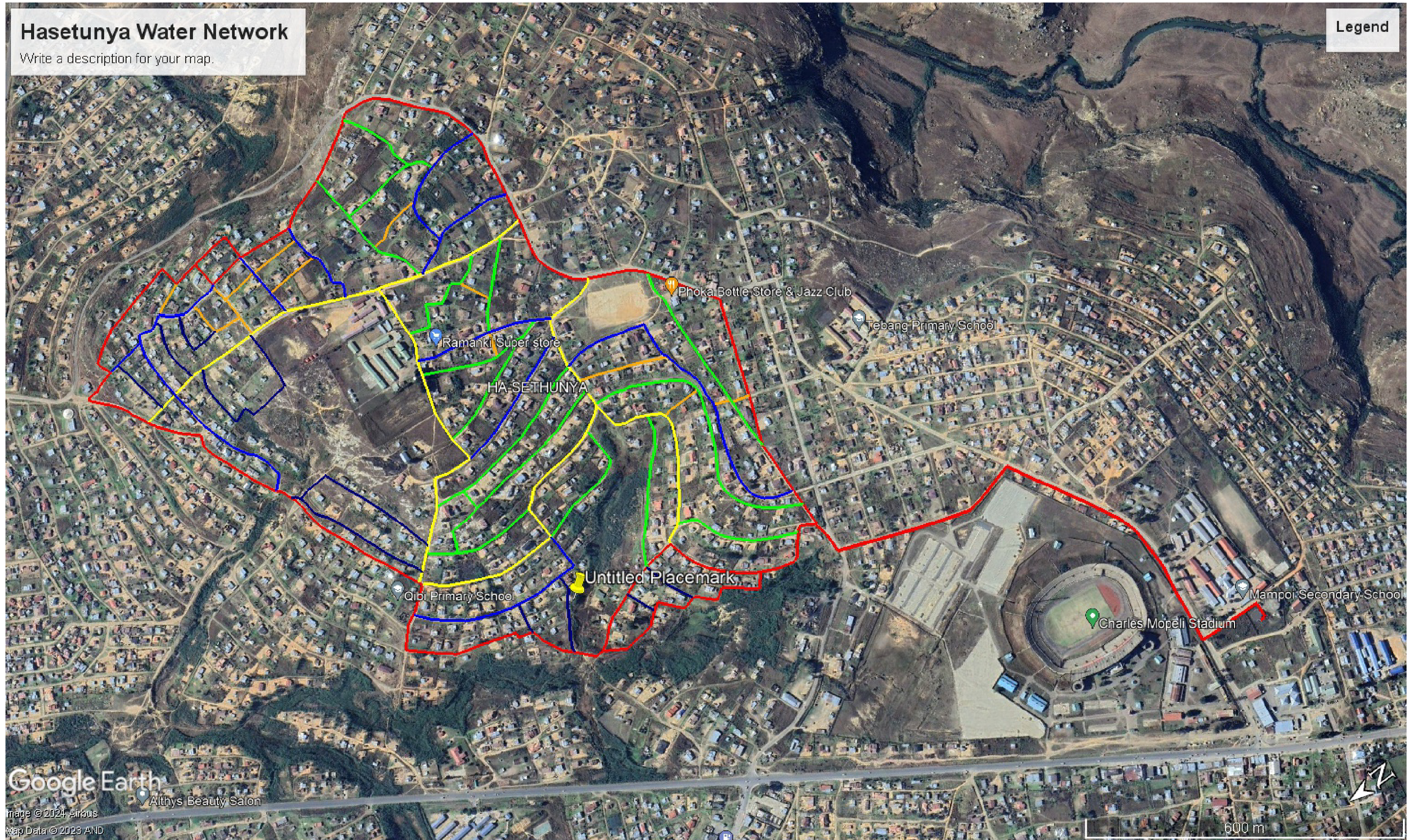
This information is available at the offices of the local Department of Labour.

Written employment contracts with all employees are compulsory.

Hasetunya Water Network

Write a description for your map.

Legend



Google Earth

Image © 2024 Airbus
Map Data © 2023 AND

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2024B11/400/01

NO	DATE	AMENDMENTS	C.ENG	NOTATION



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DRAWN BY (LJ)	DATE

MALUTI-A-PHOFUNG
LOCAL MUNICIPALITY
MUNICIPAL INFRASTRUCTURE
DIRECTORATE

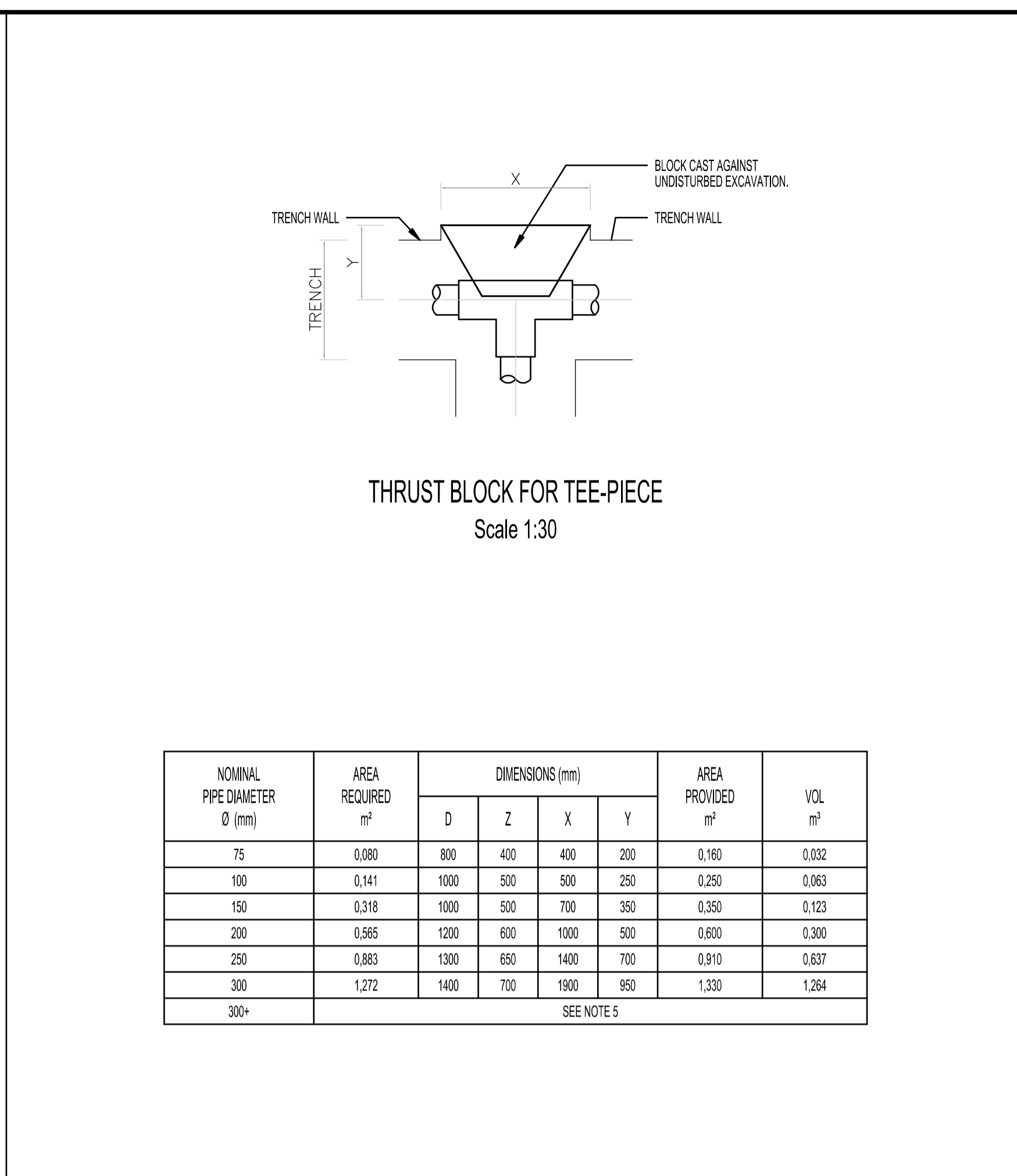
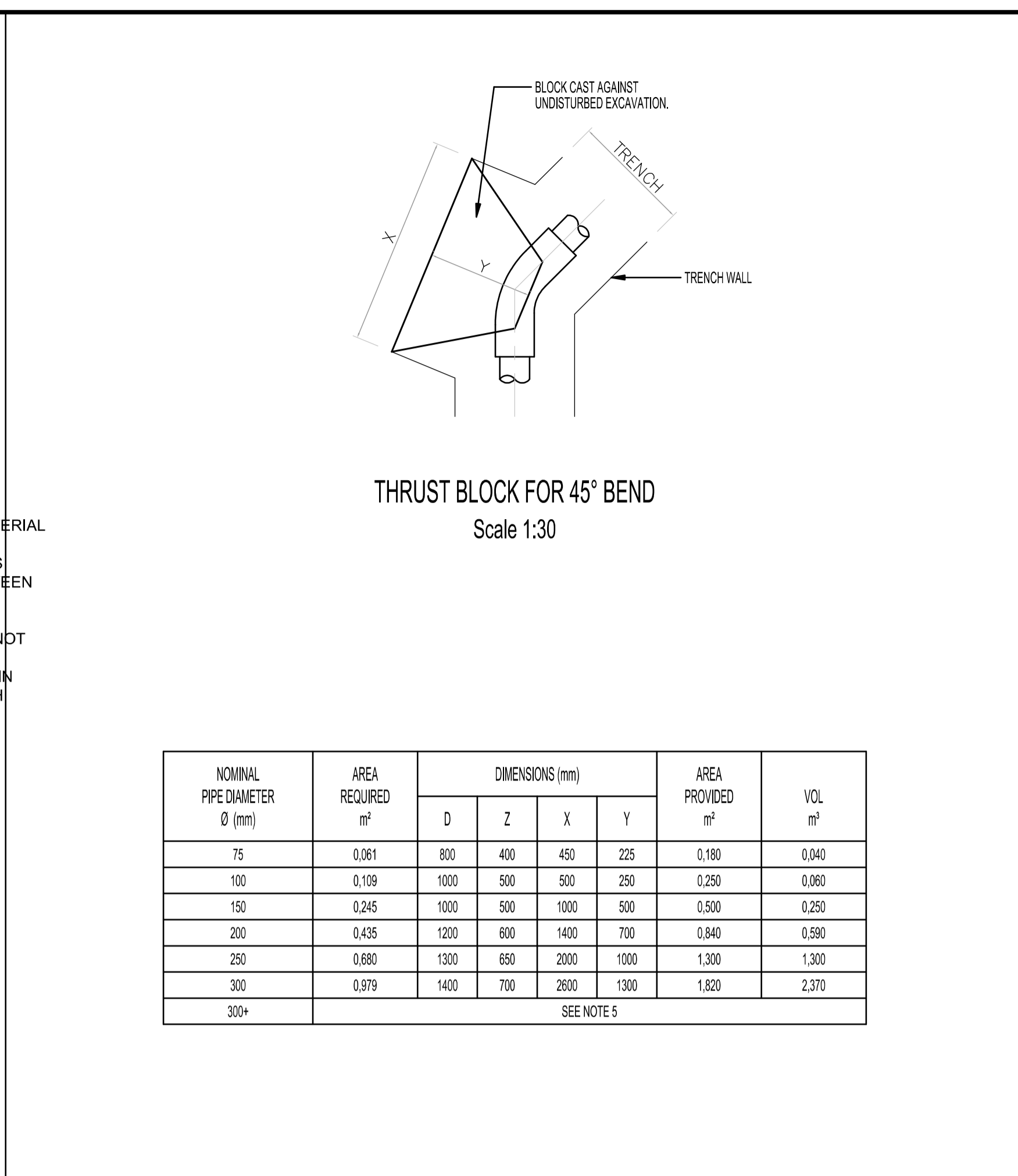
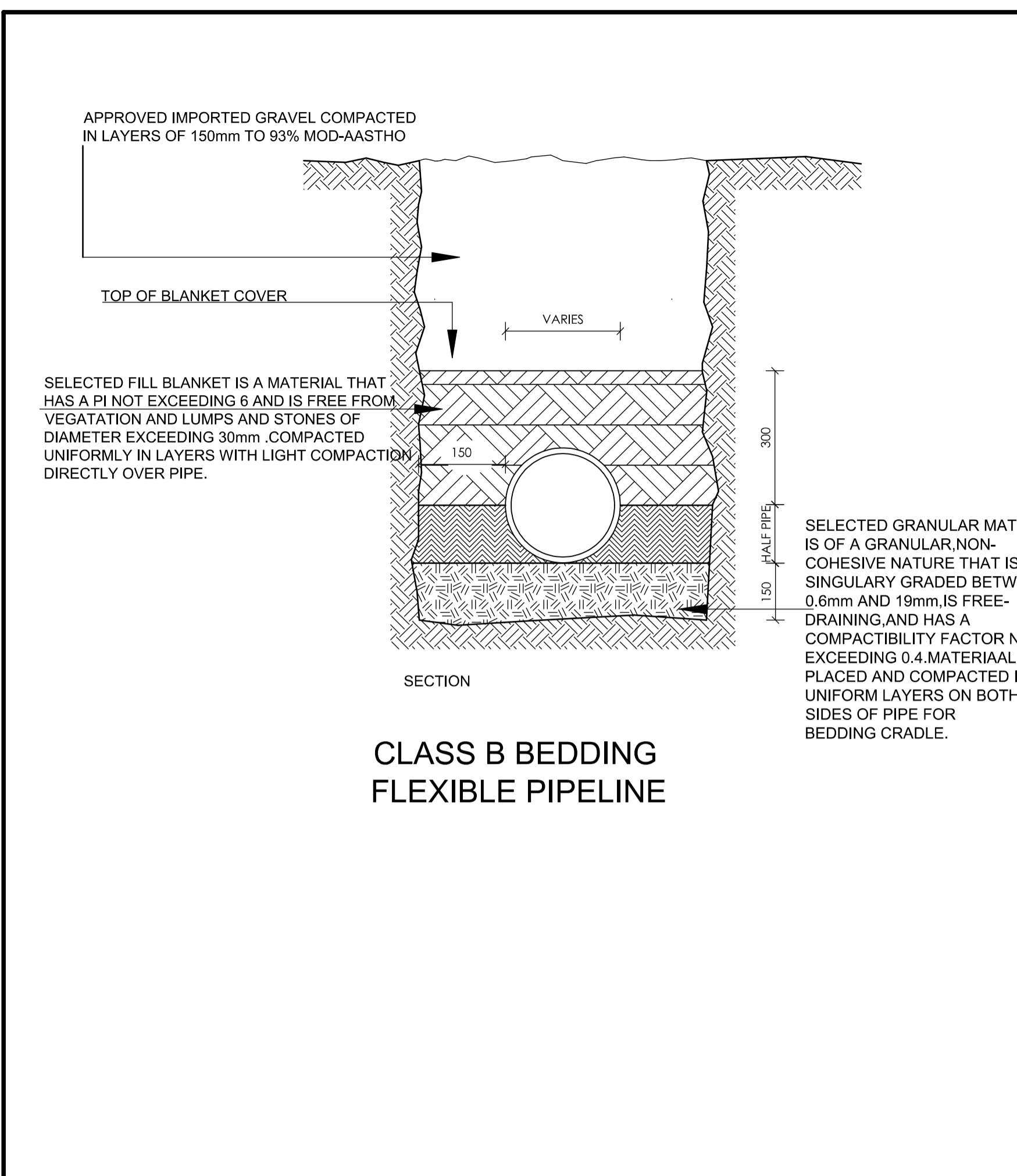


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HA-SETHUNYA:
CONSTRUCTION OF WATER
RETICULATION NETWORK

PIPE LAYOUT

DRAWING
NUMBER
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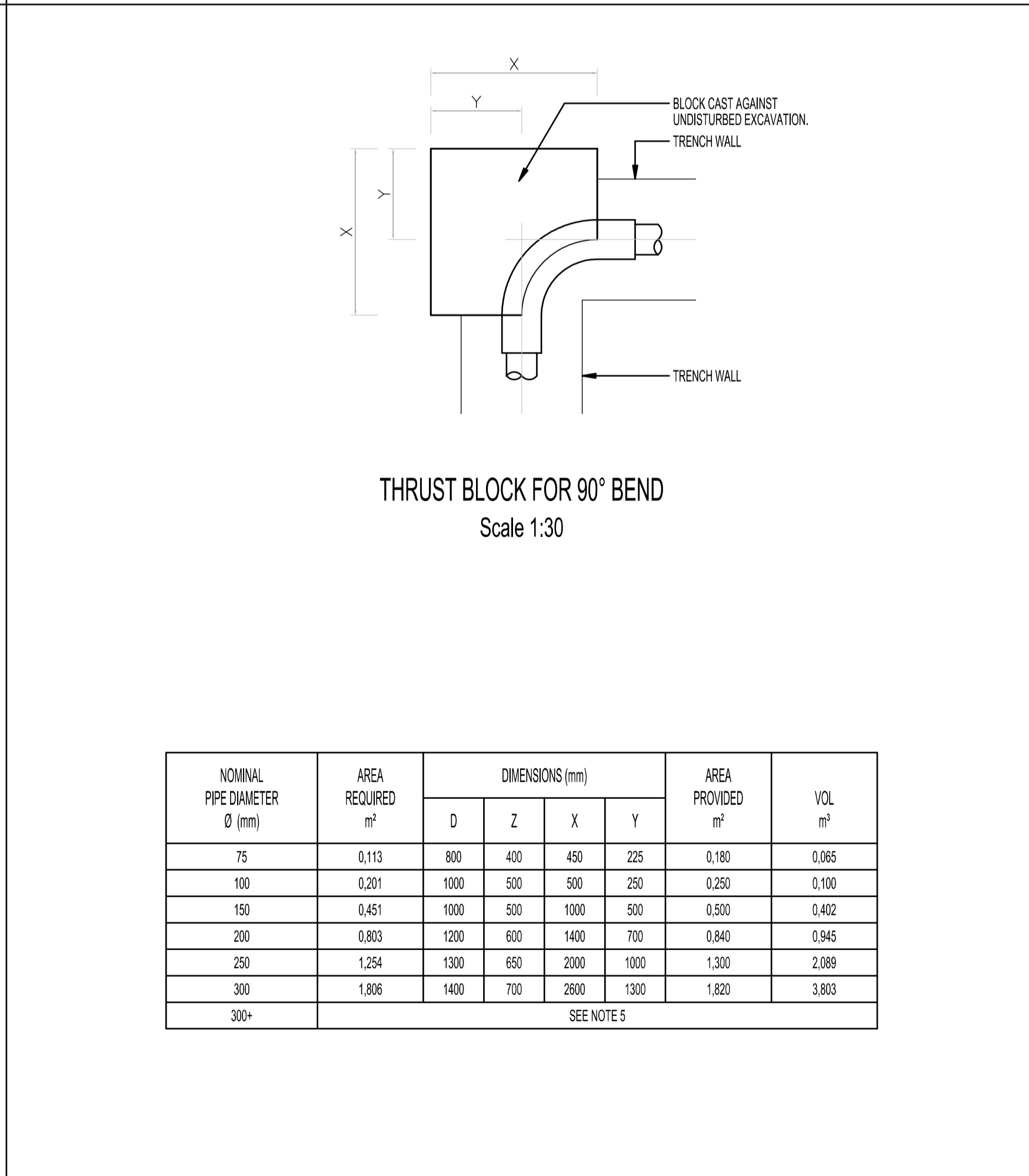
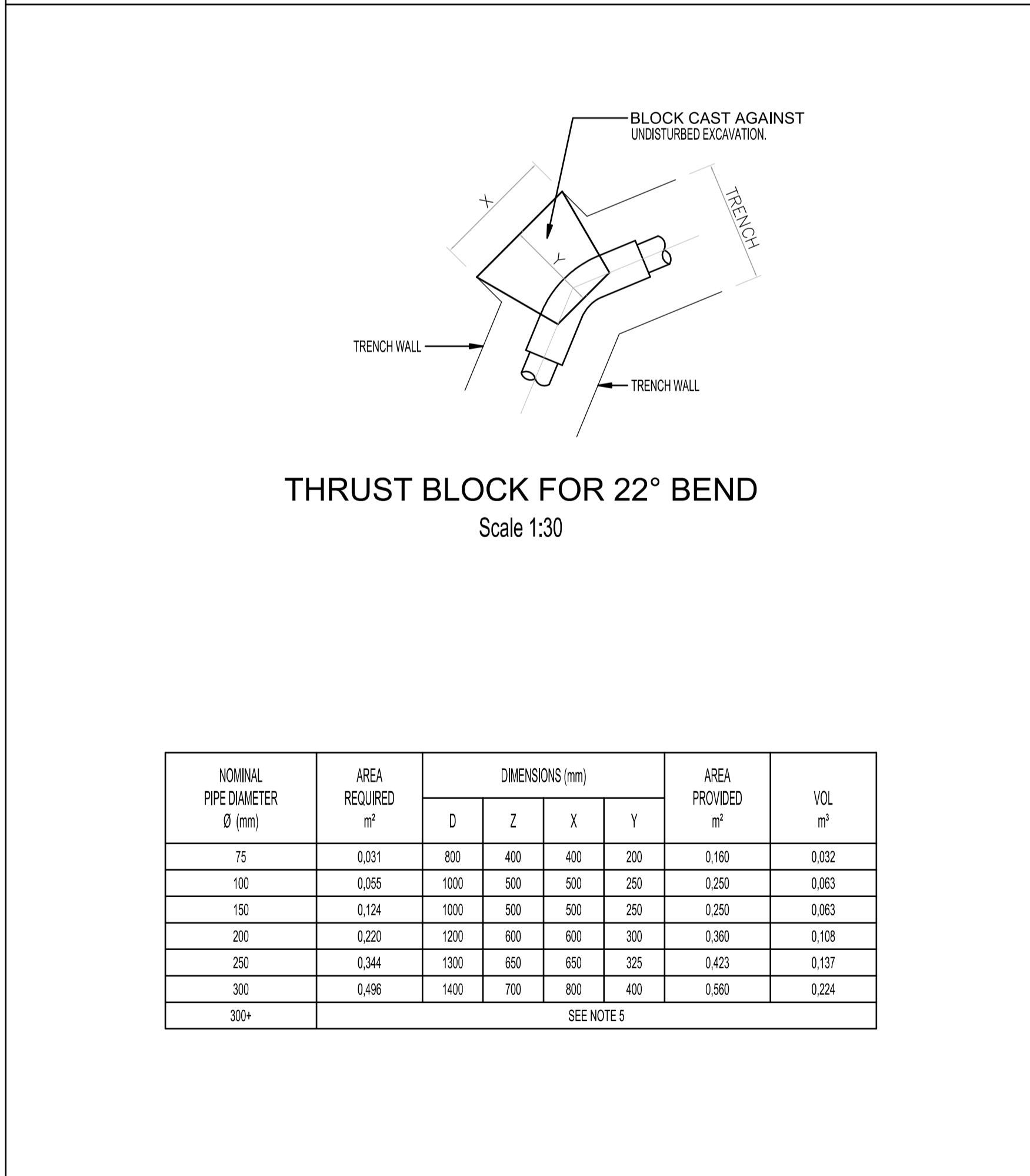
NOTES:

CONCRETE THRUST BLOCKS

- THRUST BLOCK DIMENSIONS ON THIS DRAWING ARE ONLY APPLICABLE UNDER THE FOLLOWING CONDITIONS:
 1. UNDISTURBED SAND-GROUND MIXTURES OR DENSE UNIFORM SAND WITH A BEARING CAPACITY OF AT LEAST 150kPa.
 2. UNSUBMERGED CONDITIONS.
 3. MAXIMUM INTERNAL PIPE PRESSURE OF 18 Bar.
 IF THE CONTRACTOR IS NOT IN A POSITION TO IDENTIFY THE ABOVE CONDITIONS, USE SHALL BE MADE OF AN ENGINEERING GEOLOGIST OR ENGINEER.
 IN ALL OTHER CONDITIONS THE ACTUAL INSITU BEARING PRESSURE SHALL BE CALCULATED AND THE THRUST BLOCK DESIGNED BY THE ENGINEER.
- USE 10 MPa CONCRETE.
- HALF THE DEPTH OF THE THRUST BLOCK TO BE PLACED BELOW THE PIPE AXIS.
- KEEP CONCRETE AWAY FROM THE COUPLINGS AND THE PIPE JOINTS.
- THRUST BLOCKS FOR PIPE Ø LARGER THAN 300mm AND HIGHER TEST PRESSURES THAN 18 BAR SHALL BE DESIGNED BY THE ENGINEER.
- THRUST BLOCKS AT PUDDLE FLANGES SHALL BE REINFORCED AND DESIGNED BY THE ENGINEER.

CONCRETE MARKER BLOCKS

- PLATE TYPE AND SIZE TO BE USED:
80 x 80 x 2mm ALUMINIUM.
- CONCRETE STRENGTH TO BE 25 MPa.



HA-SETHUNYA:
CONSTRUCTION OF WATER
RETICULATION NETWORK

TYPICAL BEDDING, MARKERS AND
THRUST BLOCKS

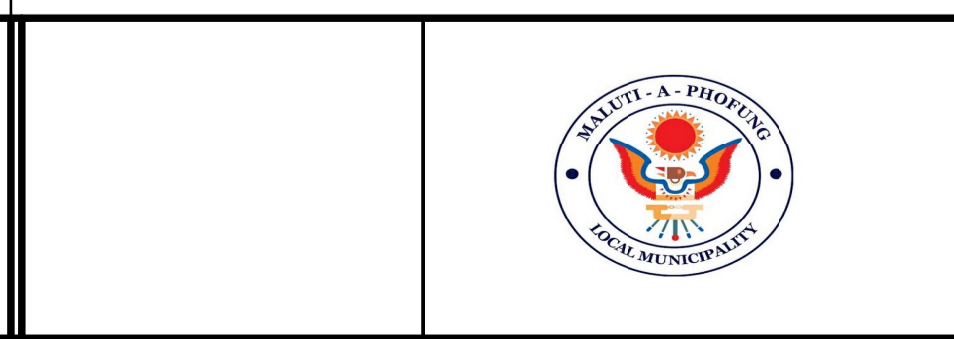
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DRAWN BY (LJ) _____ DATE _____

MALUTI-A-PHOFUNG
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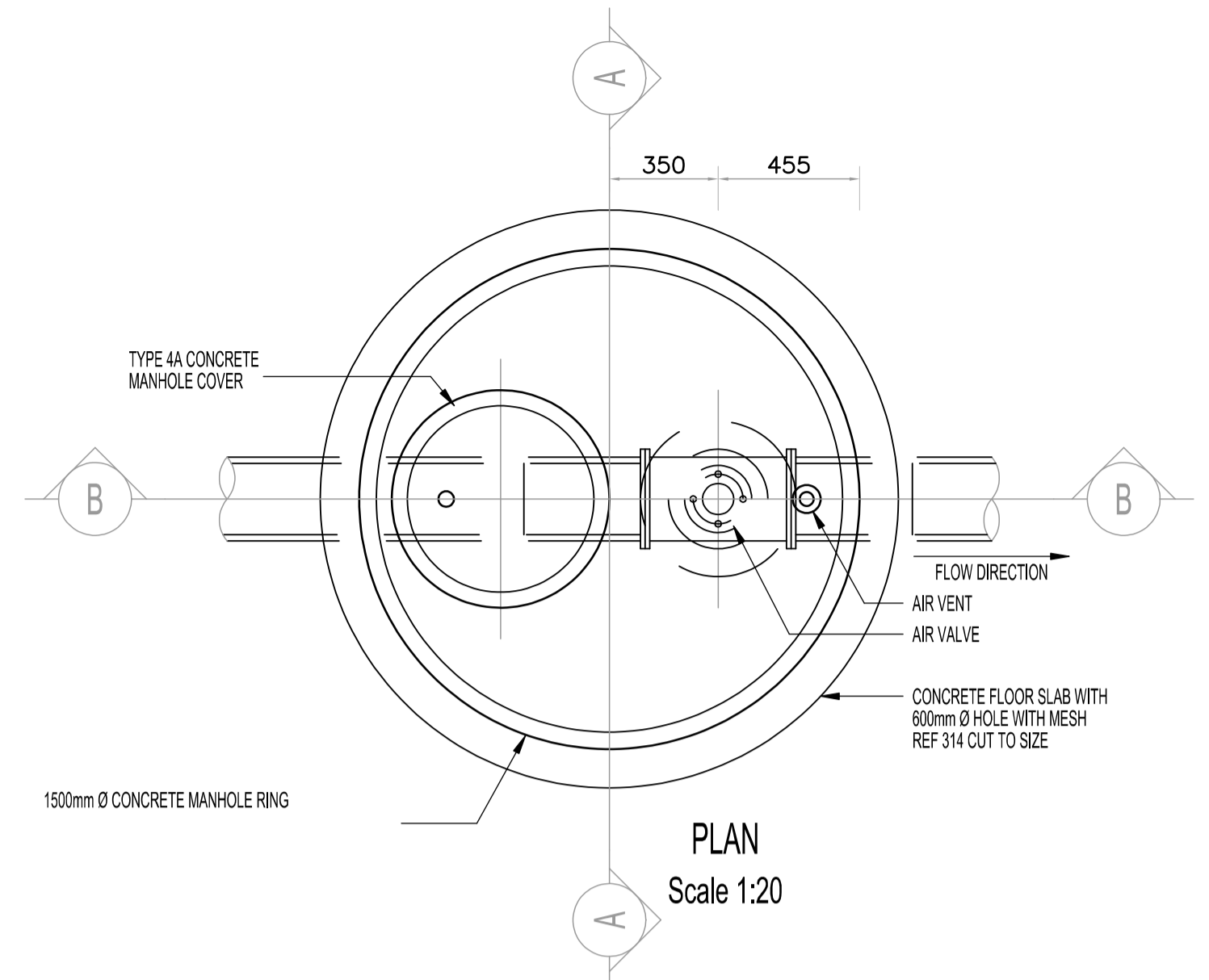


SCALE
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2024B11/400/02

- NOTES :**
- BRICKWORK TO BE IN ACCORDANCE WITH SANS 0164 : PART 1 - 1980
 - CLASS II MORTAR TO BE USED. (1 CEMENT CEM 1:5 SAND)
 - BRICKS TO HAVE A CHARACTERISTIC COMPRESSIVE STRENGTH OF 14MPa
 - CONCRETE FOR SLABS TO BE CLASS 25/19.
 - WELDMESH REF. 395 WITH 75mm COVER BELOW.
 - IF MESH NEEDS TO BE SPLICED THEN USE A MINIMUM LAP OF 500mm
 - THE VALVE CHAMBER LID IS TO BE DESIGNED TO CARRY EXTERNAL VEHICLE LOADS.
 - Ø OF THE BRANCH TO BE APPROX. ½ OD OF THE PIPE.
 - BRANCH LENGTH TO BE ½ OD OF THE PIPE + 350mm FROM SIDE OF PIPE.
 - BRANCH TO BE FLANGED AND DRILLED TO SANS 1123 TABLE 1 600/12
 - SPACER BETWEEN BRANCH FLANGE AND VALVE MADE UP BY 200mm LONG STUB, MOUNTED IN CENTRE OF SPECIAL FLANGE (BRANCH NB) WITH SUB (AIR VALVE NB) FLANGED AND DRILLED TO SANS 1123 TABLE 1 600/12



ITEM	QTY	DESCRIPTION	SCHEMATIC LAYOUT	SANS 1123 FLANGE TABLE
1.1.a	2	110mm Ø Steel Hydrant tee all ends flanged		1600/12
1.1.b	2	75mm Ø Steel Hydrant tee all ends flanged		1600/12

ITEM	QTY	DESCRIPTION	SCHEMATIC LAYOUT	SANS 1123 FLANGE TABLE
1.2.a	4	110mm Ø Steel SG Flange adaptor		1600/12
1.2.b	4	63mm Ø Steel SG Flange adaptor		1600/12

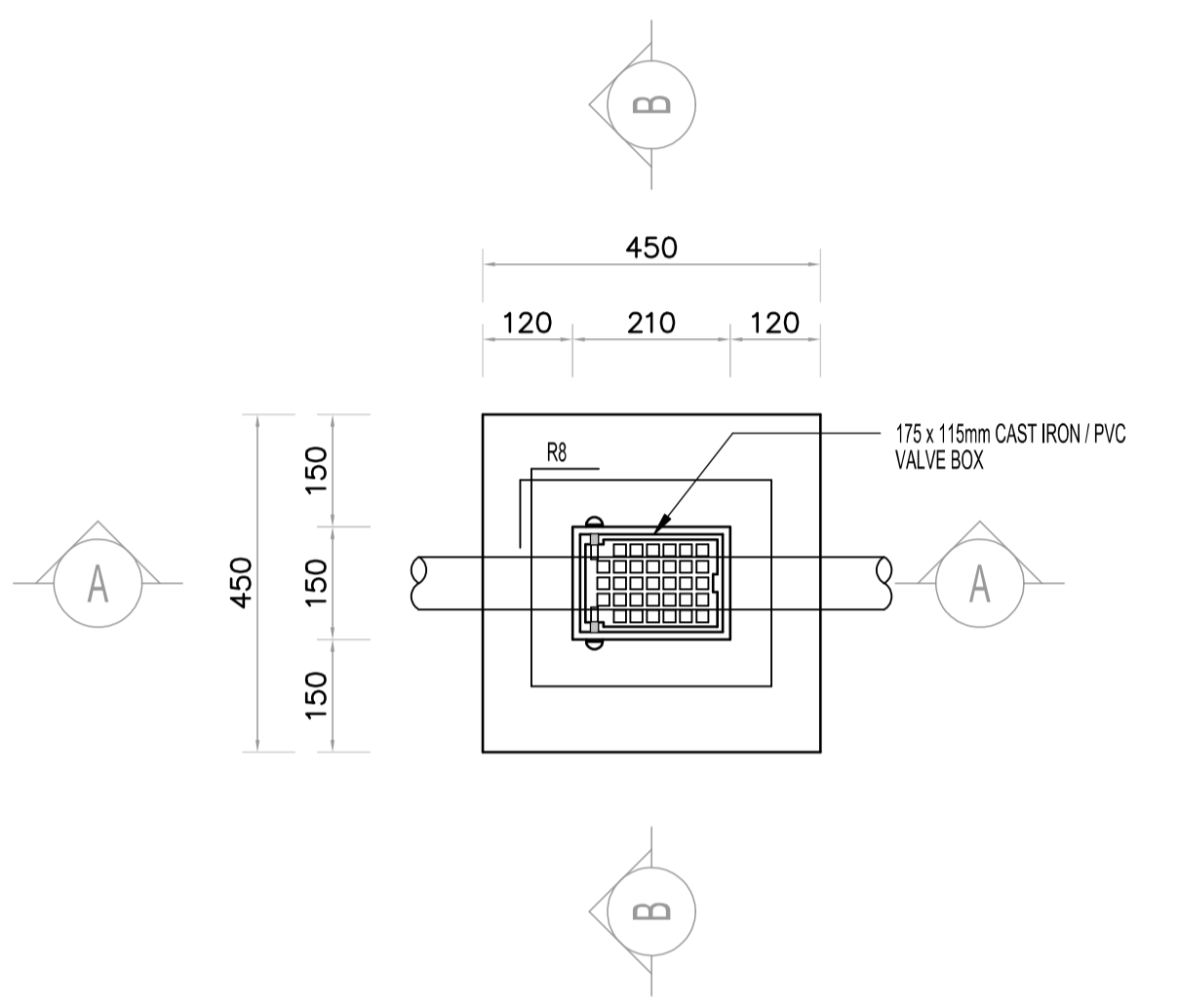
ITEM	QTY	DESCRIPTION	SCHEMATIC LAYOUT	SANS 1123 FLANGE TABLE
1.3.c	2	110mm Ø Flange with 50mm Ø female thread		1600/12
1.3.e	2	75mm Ø Flange with 50mm Ø female thread		1600/12

ITEM	QTY	DESCRIPTION	SCHEMATIC LAYOUT	SANS 1123 FLANGE TABLE
1.4	2	50mm Ø Galvanised Steel pipe both ends threaded to fit items 1.3.a to e & 1.1.5		-
1.5	2	50mm Ø Brass gate valve		-
1.6	2	50mm Ø Galvanised nipple		-
1.7	2	25mm Ø threaded Air Valve		-

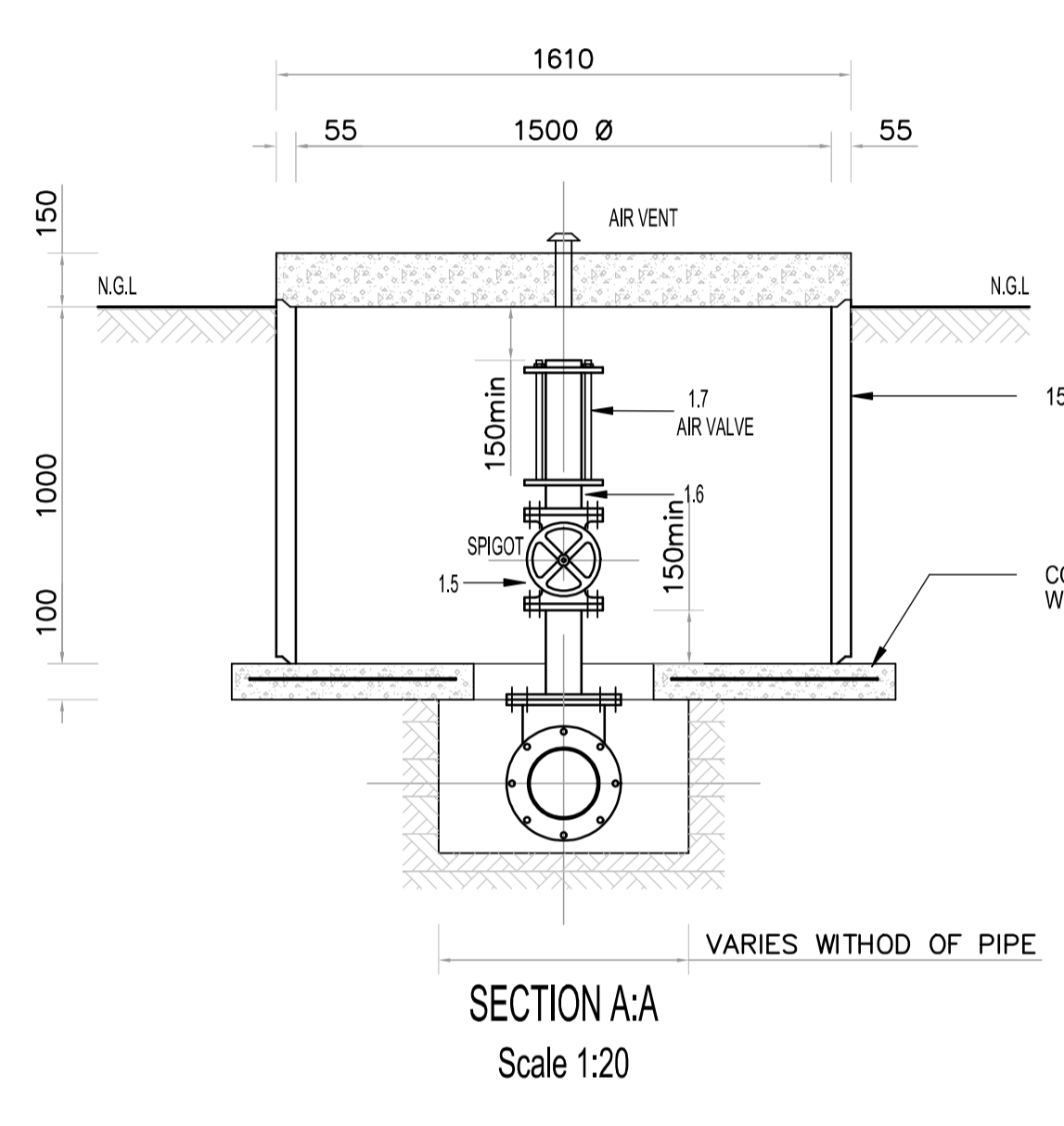
- GENERAL NOTES :**
- NOTES : FOR CAST IRON / PVC VALVE BOX**
- CAST IRON VALVE BOX LIDS SHALL BE PAINTED WITH AN APPROVED WHITE PAINT.
 - LONG SIDE OF BOX TO BE PLACED IN THE DIRECTION OF THE PIPE.
 - CONCRETE STRENGTH FOR COLLAR - 20 MPa (28 DAYS)
 - ALL RSV VALVES TO BE NON RISING SPINDLE, ANTICLOCKWISE CLOSING WITH CAPTOP.

BENDING SCHEDULE

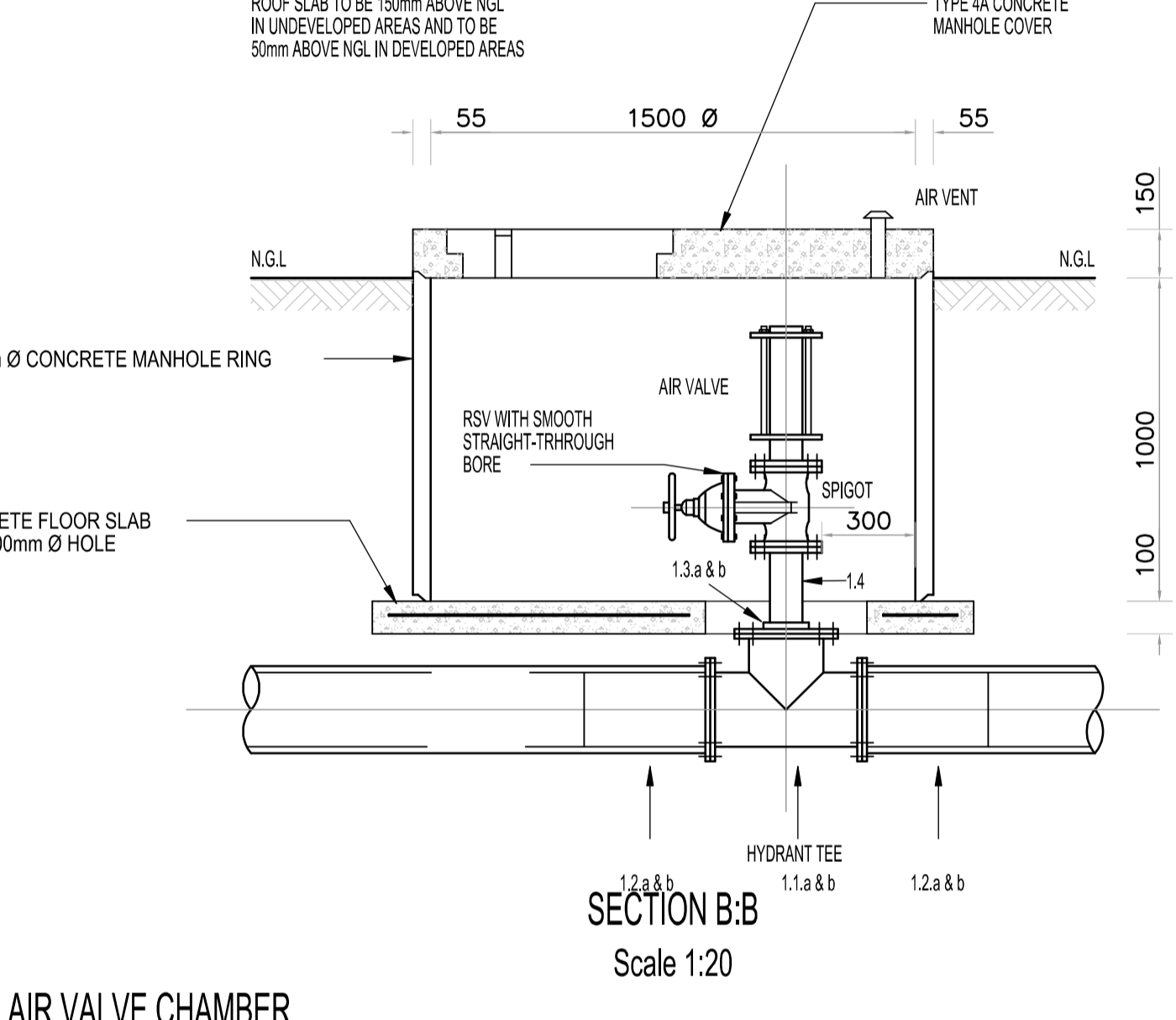
TYPE & SIZE	QTY.	CUT LENGTH mm	FORM CODE	A mm	B mm	MASS kg
R8	1	1400	60	300	300	0,553



PLAN: CAST IRON / PVC VALVE BOX
Scale 1:10

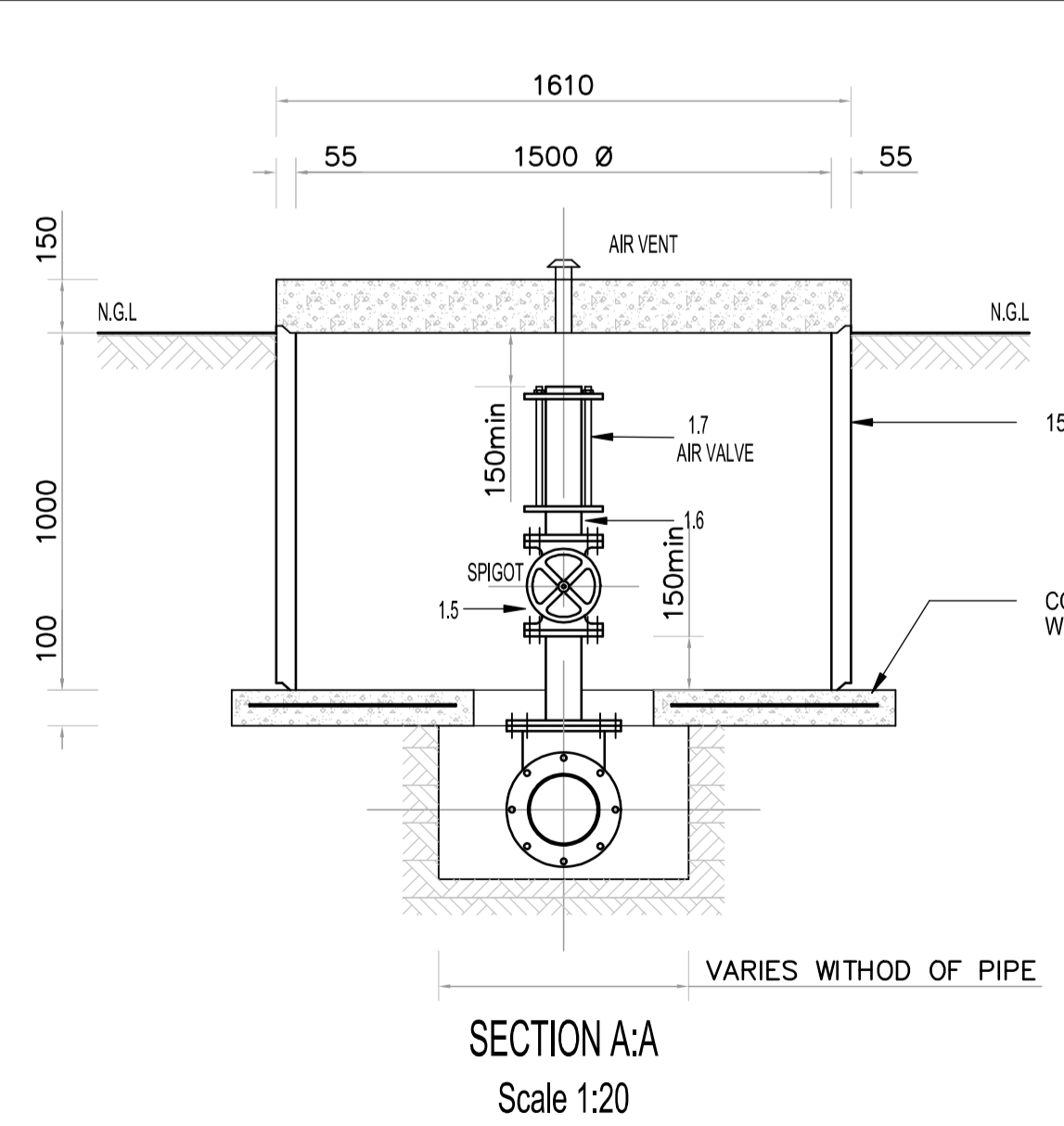


SECTION A:A
Scale 1:20

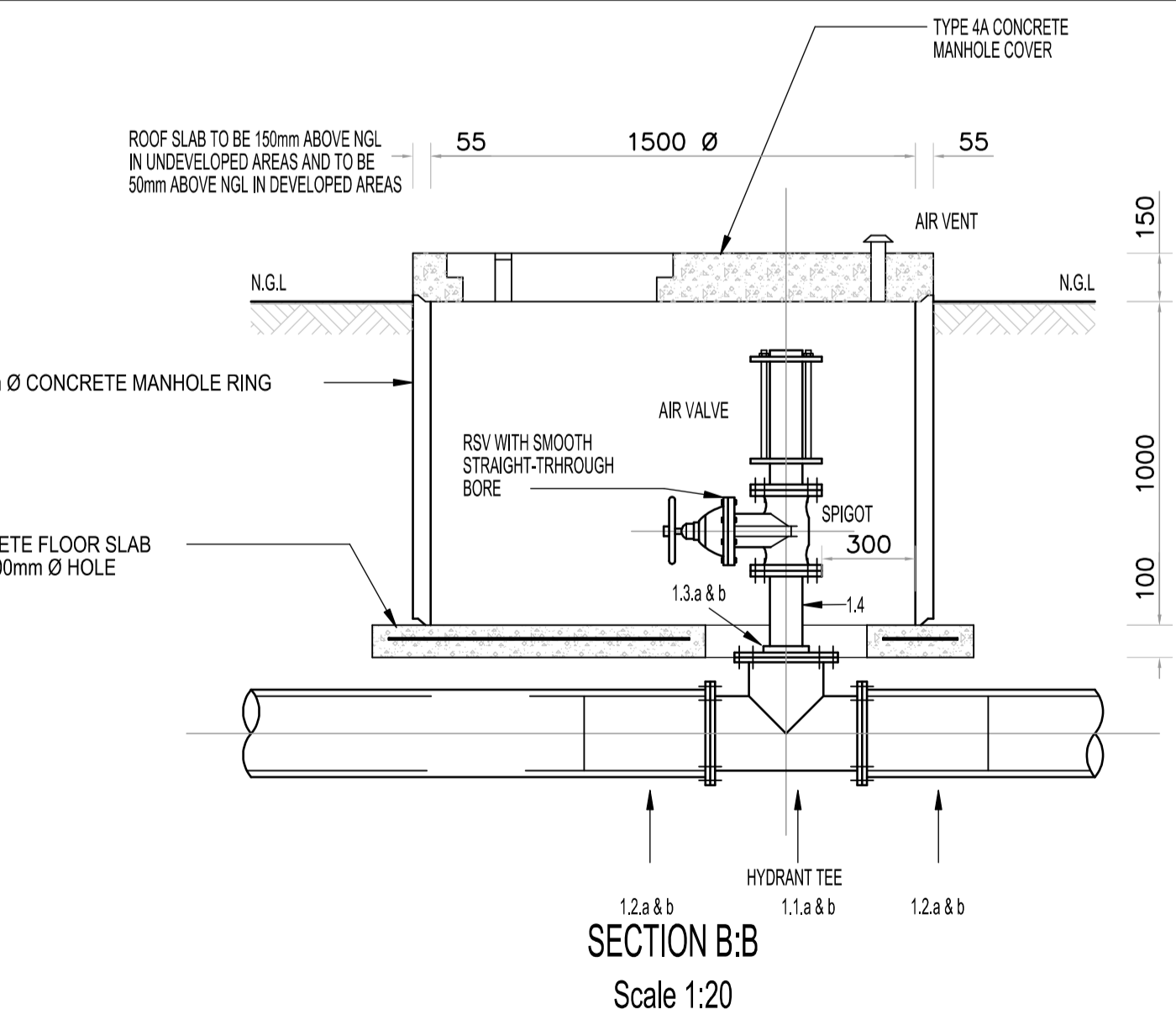


SECTION B:B
Scale 1:20

AIR VALVE CHAMBER

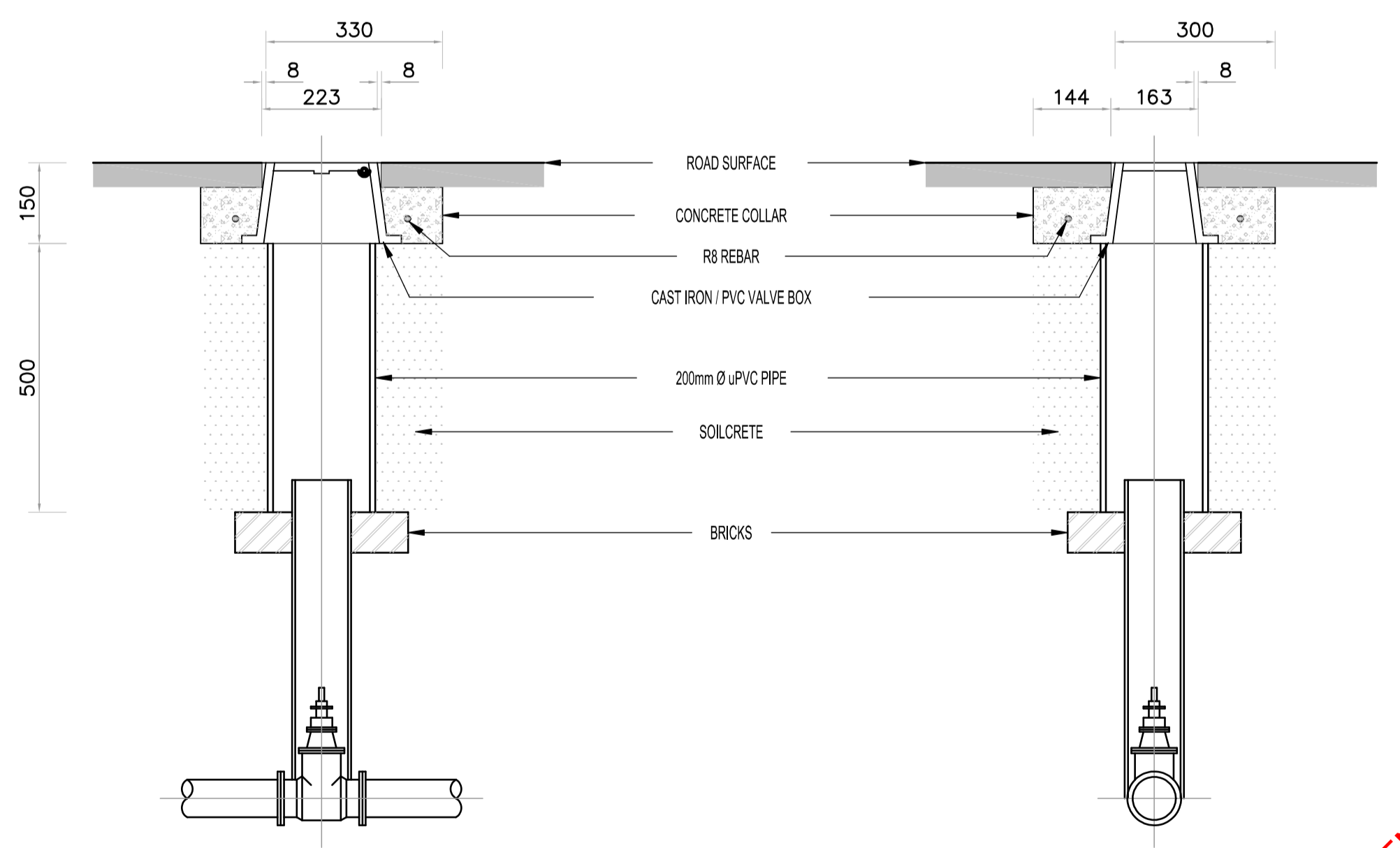


SECTION A:A
Scale 1:20



SECTION B:B
Scale 1:20

VALVE CHAMBER TYPE B



SECTION A:A
Scale 1:10

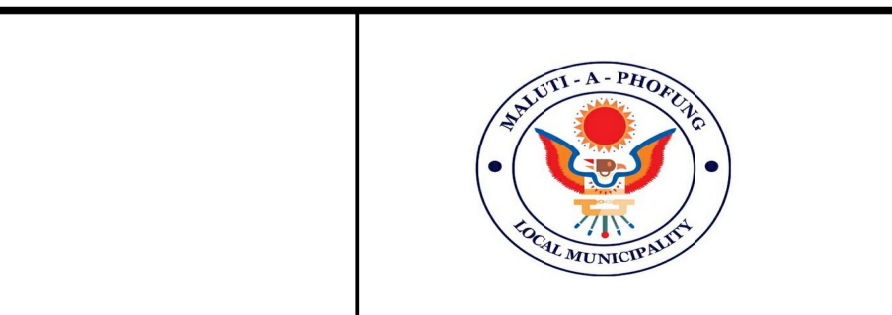
SECTION B:B
Scale 1:10

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MUNICIPAL INFRASTRUCTURE DIRECTORATE



HA-SETHUNYA: CONSTRUCTION OF WATER RETICULATION NETWORK
AIR VALVE CHAMBER, VALVE CHAMBE TYPE B AND CAST IRON VALVE BOX

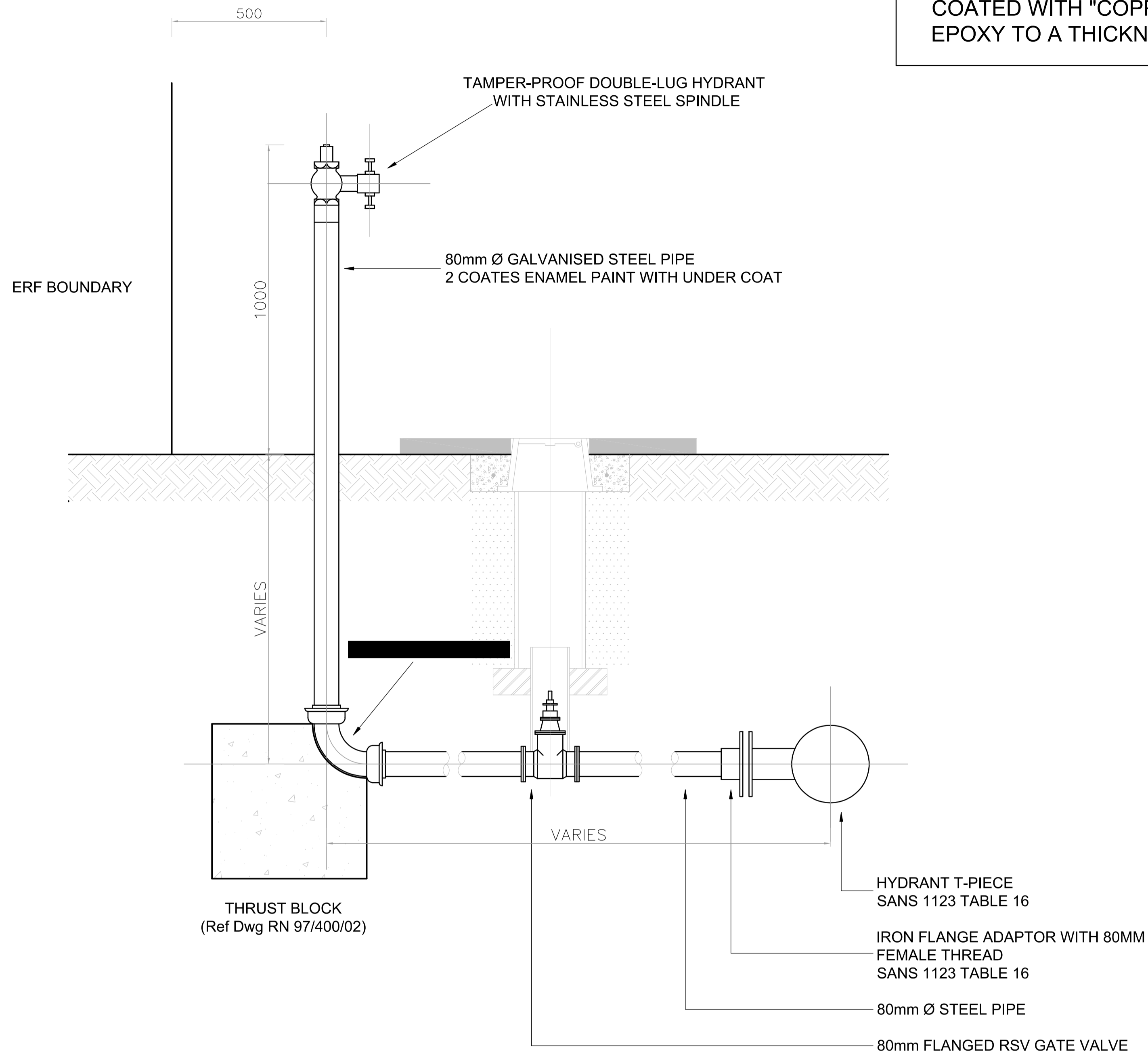
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REV 0

2024B11/400/03

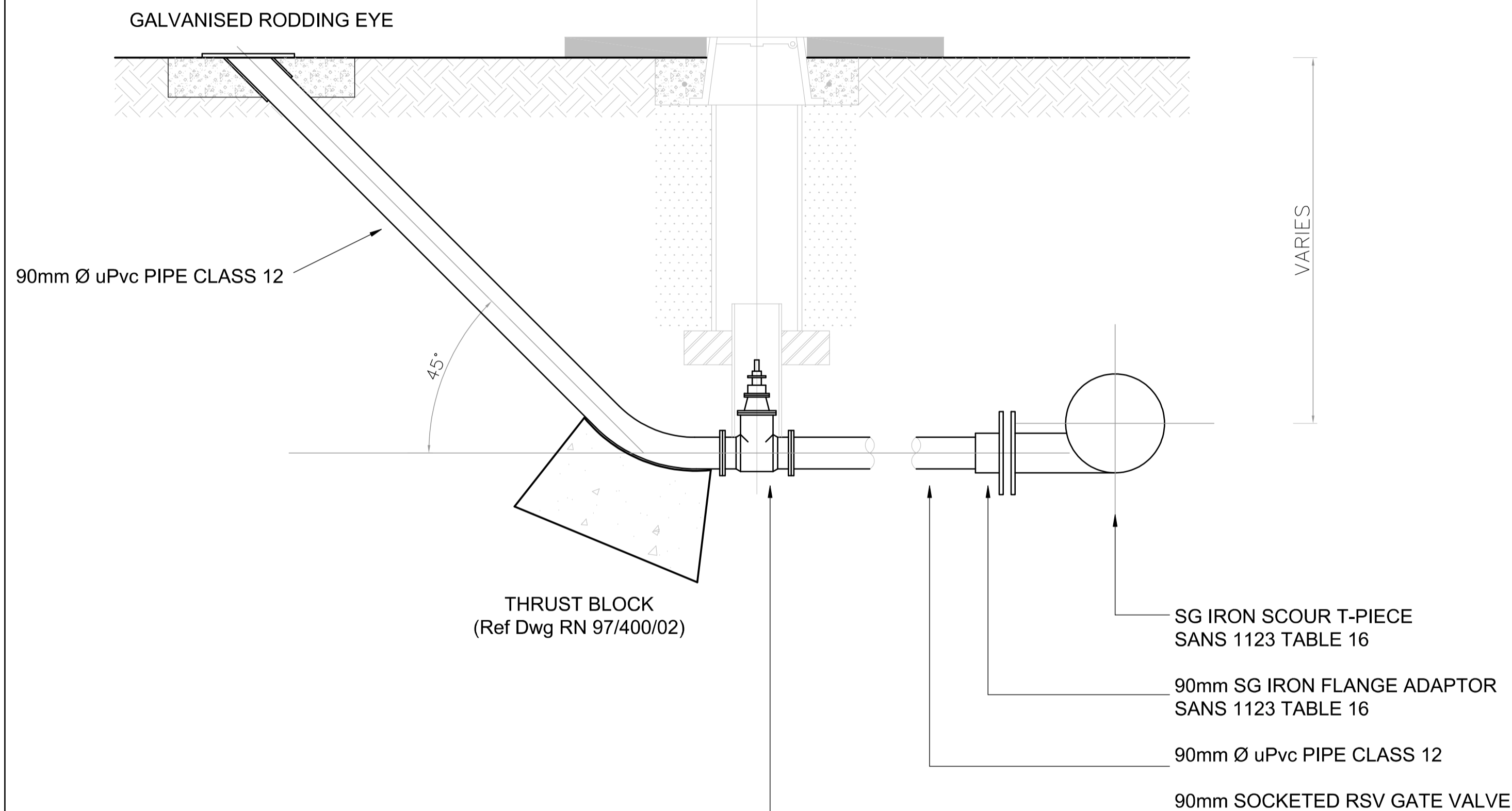
NOTE:

ALL STEEL FITTINGS TO BE SAND BLASTED AND COATED WITH "COPPN KSIR 88" OR SIMILAR EPOXY TO A THICKNESS OF 0.25 mm



STANDARD FIRE HYDRANT

SCALE 1 : 10



STANDARD SCOUR VALVE

SCALE 1 : 10

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DIRECTORATE

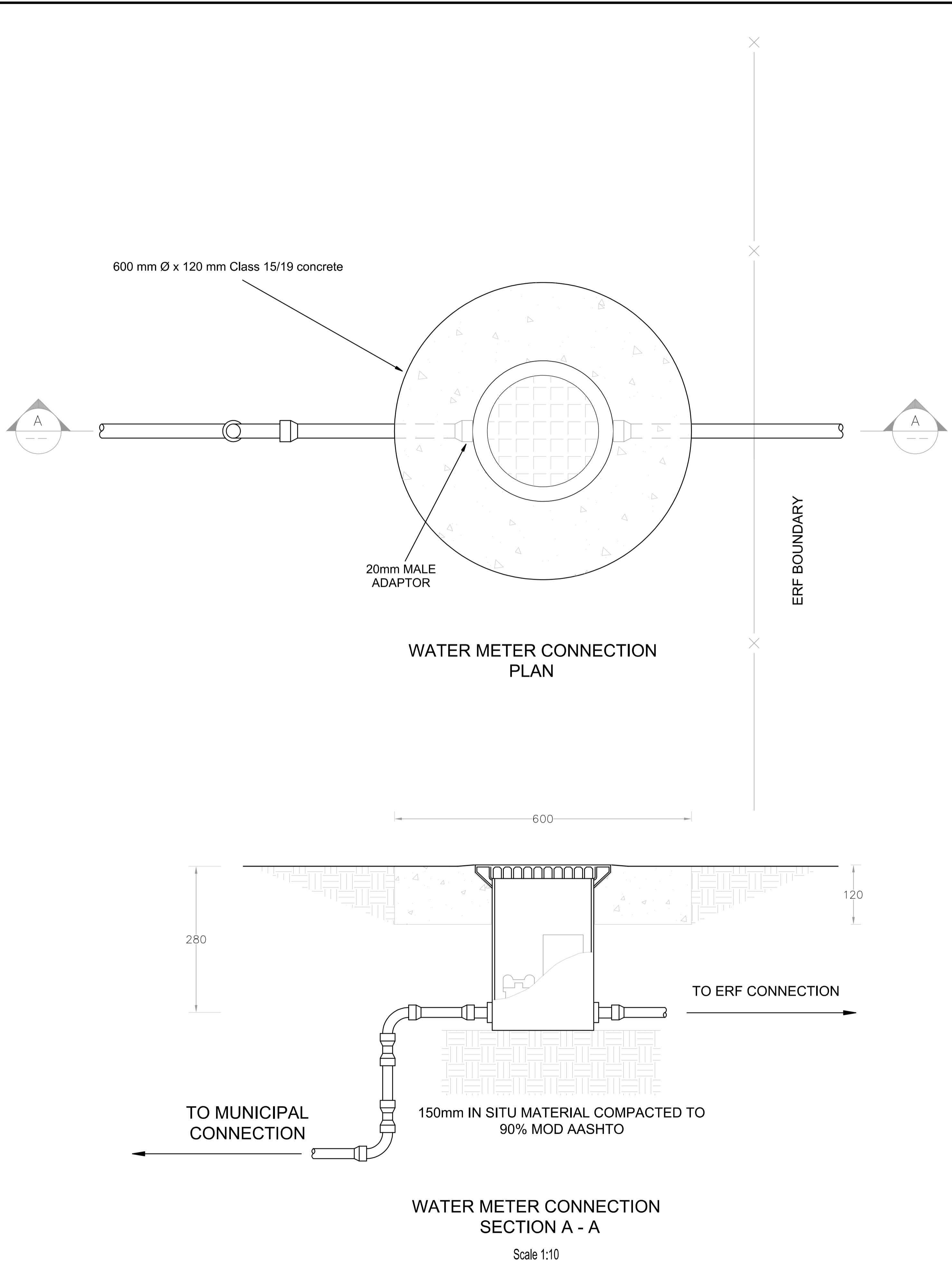


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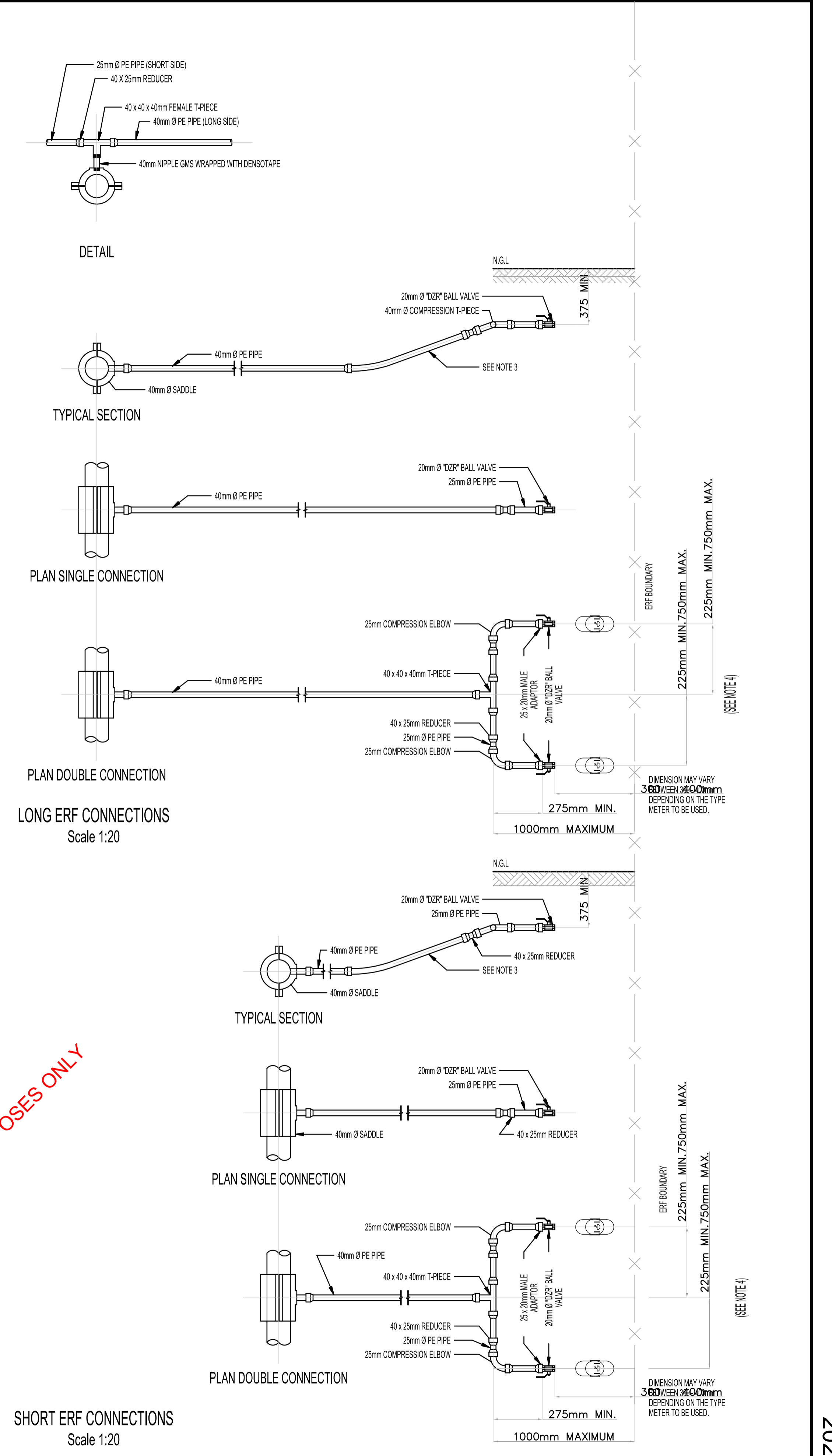
HA-SETHUNYA:
CONSTRUCTION OF WATER
RETICULATION NETWORK
STANDARD FIRE HYDRANT
& SCOUR VALVE

DRAWING
NUMBER
2024B11/400/04
REV 0

2024B11/400/04



- NOTES:
1. ALL PIPES AND FITTINGS SHALL COMPLY WITH SANS 4427 AND SHALL BE ONE OF THE FOLLOWING:
PE 100 PN12.5 FOR MAX. POTENTIAL STATIC PRESSURE OF BETWEEN 800kPa AND 1200kPa.
PE 100 PN10 FOR MAX. POTENTIAL STATIC PRESSURE < 800kPa
 2. 1m COVER ON PIPES CROSSING ROADS.
 3. TRANSITION OF PIPES DEPTH FROM 1m TO 0.375m TO BE OVER A LENGTH OF 3m (1:5 GRADIENT) TO PRECLUDE ANY KINKS IN PIPE. IF SIDEWALK IS TOO NARROW, APPROPRIATE BENDS SHALL BE USED.
 4. DISTANCE BETWEEN METER BOXES MAY BE INCREASED ON SITE DEPENDING ON WHETHER AN ELECTRIC METER BOX OR TELKOM KIOSK IS TO BE INSTALLED BETWEEN CONNECTIONS.
 5. ON MASS HOUSING PROJECTS OR IF APPROVED BY THE ENGINEER, 40mm \varnothing AND 25mm \varnothing PIPES MAY BE REPLACED BY 25mm \varnothing AND 20mm \varnothing PIPES RESPECTIVELY, USING APPROPRIATE FITTINGS.
 6. VALVES MUST BE ISO OR SABS APPROVED.

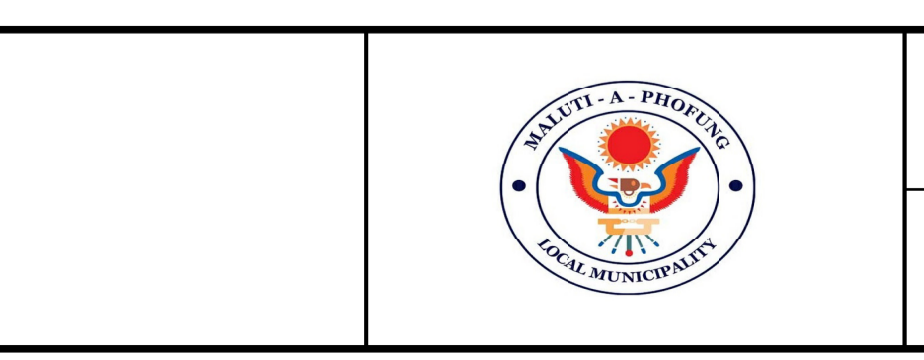


NO	DATE	AMENDMENTS	C/ENG	NOTATION

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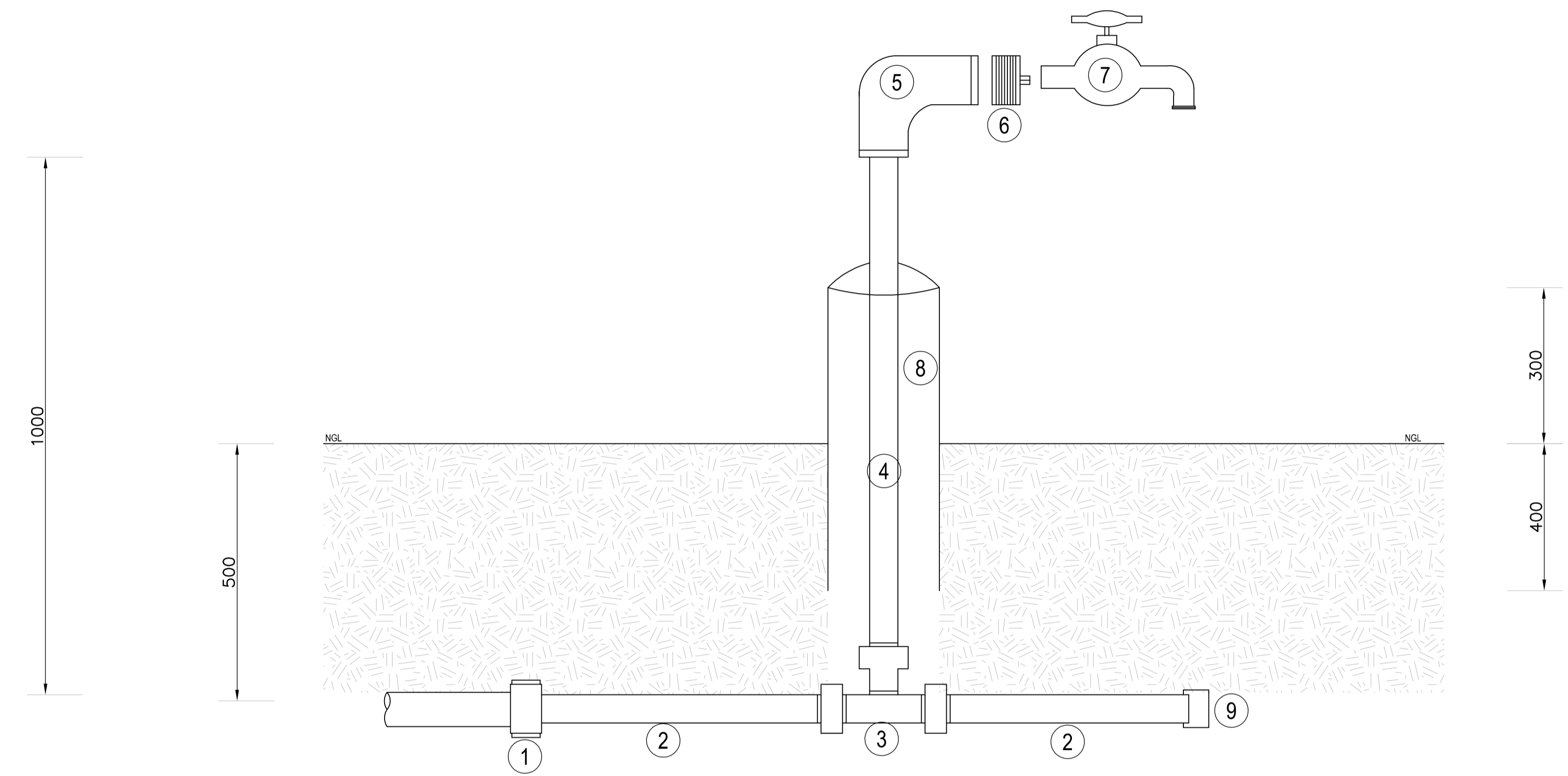
HA-SETHUNYA:
CONSTRUCTION OF WATER RETICULATION NETWORK
TYPICAL DETAIL OF METER BOX AND WATER CONNECTIONS

SCALE
AS SHOWN

DRAWING NUMBER
2024B11/400/05
REV 0




2024B11/400/05

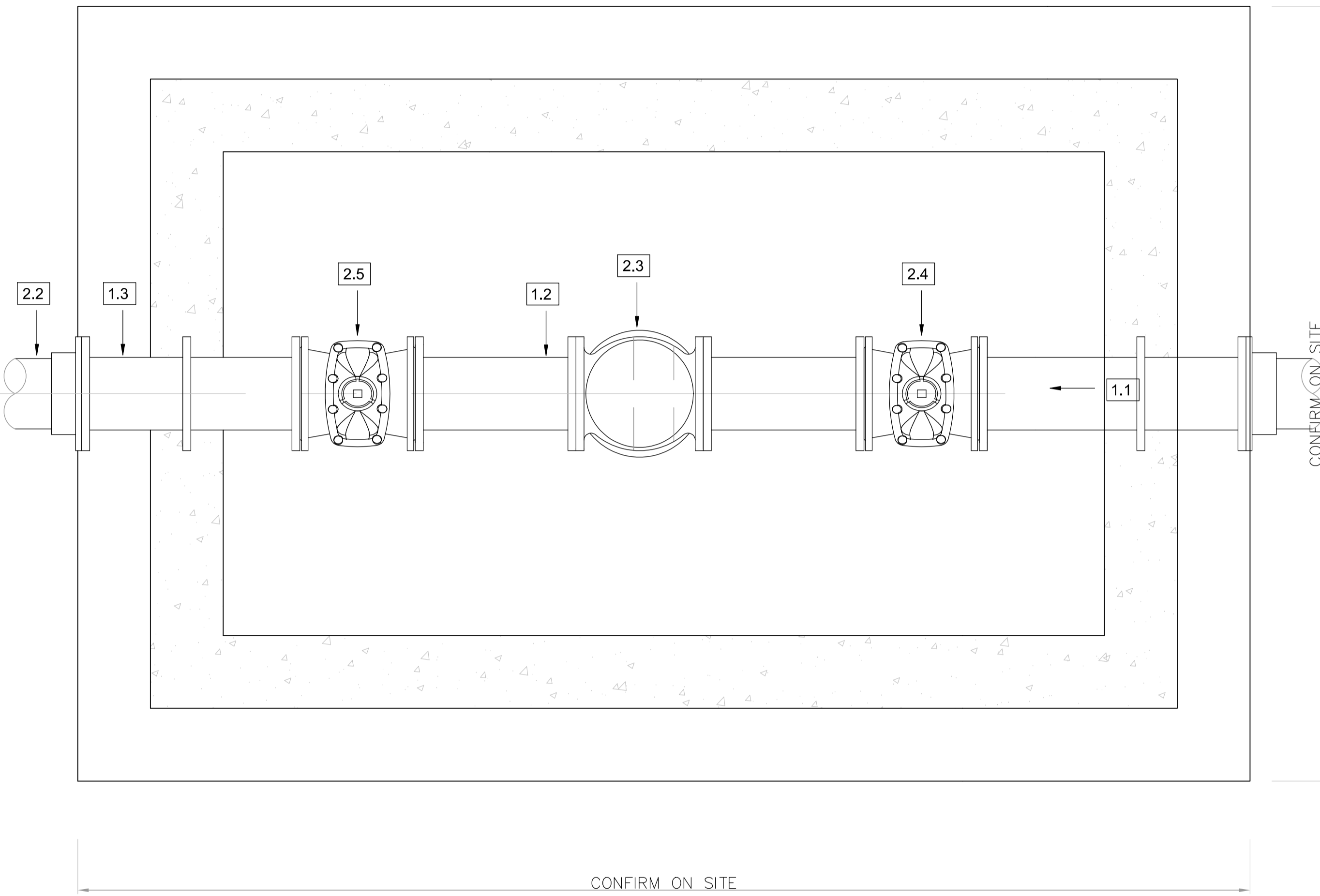
- 1 PLASSON MALE ADAPTOR 16mm 16 x 1/2"
- 2 C16 16mm HDPE PIPE
- 3 PLASSON 90° REDUCING TEE WITH FEMALE OFFTAKE 16 X 1/2"
- 4 1m GALVINISED STANDPIPE 20mm Ø
- 5 Fig 90 20mm 90° GALVINISED ELBOW
- 6 Fig 291 GALVINISED-PLUG
- 7 15mm BIP TAP PLASTIC
- 8 63mm Ø CLASS 6 UPVC PIPE WITH CONCRETE
- 9 PLASSON END PLUG



SCALE
N.T.S

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NO.	DATE	AMENDMENTS	C. ENG.	NOTATION:		DESIGNED _____ DATE _____ DRAWN BY _____ DATE _____	MALUTI-A-PHOFUNG LOCAL MUNICIPALITY		HA-SETHUNYA: CONSTRUCTION OF WATER RETICULATION NETWORK GENERAL DETAIL OF STANDPIPE & TAP	DRAWING NUMBER 2024B11/400/06 REV 0
								SCALE N.T.S		



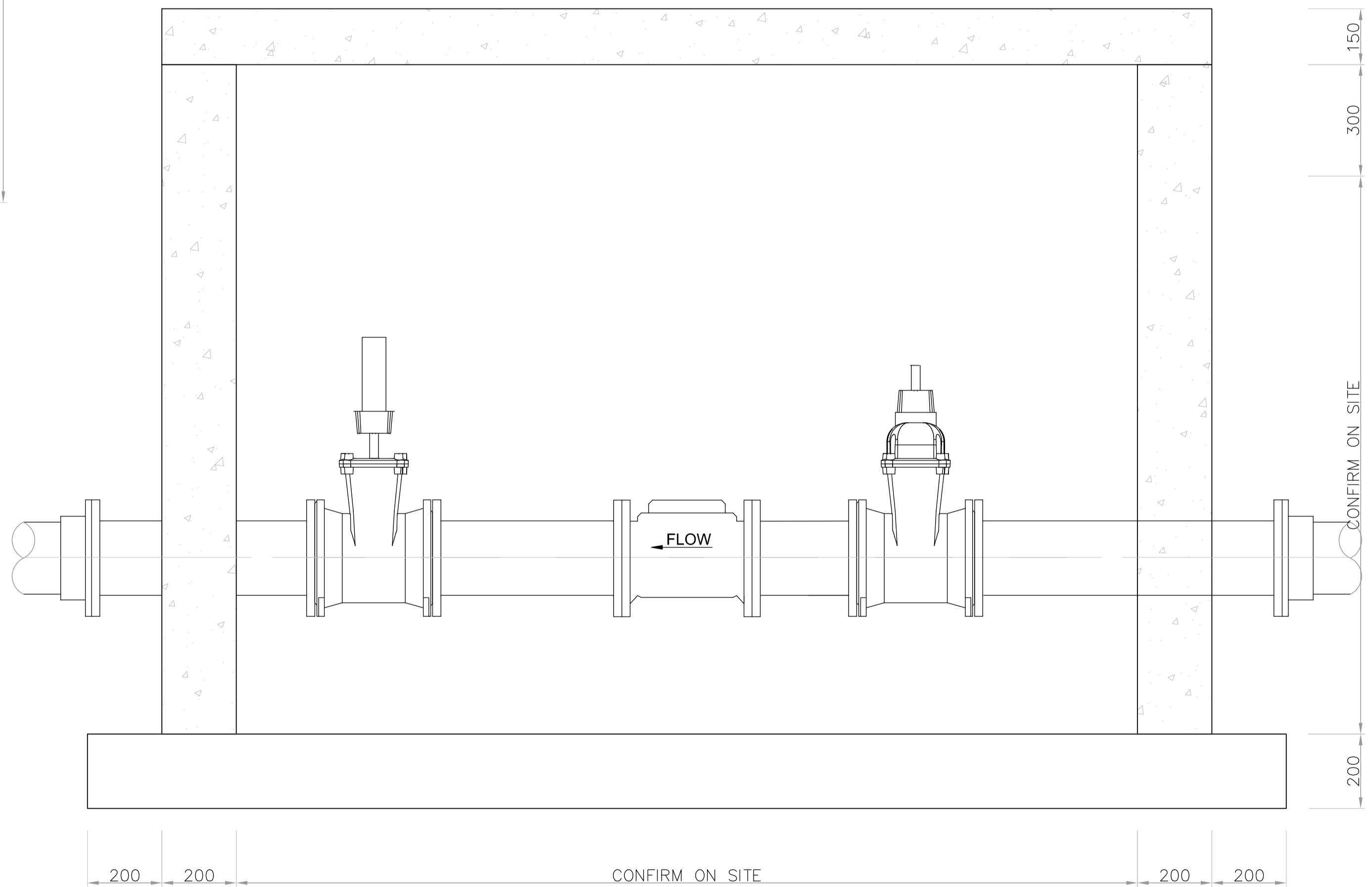
FOR TENDER PURPOSES ONLY

ITEM NO.	QUANTITY	DESCRIPTION	DIMENSIONS	SANS 1123 FLANGE TABLE
1.1	2	350mm - 200mm DIA REDUCING TEE ALL ENDS FLANGED, WITH WELDED COLLAR 75mm, 1.5 x THICKNESS OF PIPE		1600/3
1.2	2	200mm DIA PIPE BOTH ENDS FLANGED		1600/3
1.3	2	200mm DIA PIPE BOTH ENDS FLANGED WITH PUDDER FLANGE		1600/3

NOTES

- ALL STEEL PIPES ACCORDING TO SANS 719 : 1971 GRADE B WITH 2500kPa WORKING PRESSURE.
- ALL FLANGE THICKNESSES AND DRILLING ACCORDING TO SANS 1123 TABLE 1600/3.
- ALL FITTINGS TO BE SAND BLASTED ACCORDING TO SA 055900 SIS 2 1/2 FINISH.
- ALL PIPES AND FITTINGS SMALLER THAN 150mm DIA TO BE HOT DIP GALVANISED.
- ALL PIPES AND FITTINGS LARGER THAN 150mm DIA TO BE COATED WITH "COPON KSIR 88" OR SIMILAR EPOXY TO A THICKNESS OF 0,25mm.
- DAMAGED EPOXY COATINGS TO BE REPAIRED BEFORE INSTALLATION.
- TEST PRESSURE IS 1.5 x WORKING PRESSURE.

ITEM NO.	QUANTITY	DESCRIPTION	DIMENSIONS	SANS 1123 FLANGE TABLE
2.1	4	350mm DIA FLANGE ADAPTOR TO FIT AC PIPE	STANDARD	1600/3
2.2	2	250mm DIA FLANGE ADAPTOR TO FIT uPVC	STANDARD	1600/3
2.3	2	200 mm DIA ELSTER KENT HELIX H 4000 BULK WATER METER	STANDARD	1600/3
2.4	2	200mm DIA GATE VALVE SABS 664	STANDARD	1600/3



NO	DATE	AMENDMENTS	C/ENG	NOTATION



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MUNICIPAL INFRASTRUCTURE DIRECTORATE



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1:15

HA-SETHUNYA:
CONSTRUCTION OF WATER
RETICULATION NETWORK
VALVE CHAMBER TYPE A PIPEWORK LAYOUT
AND PIPE SCHEDULE

DRAWING NUMBER
2024B11/400/07
REV 0

2024B11/400/07