



KOUGA MUNICIPALITY

AUGMENTATION OF THE SEWER RISING MAINS FROM LA MER PUMP STATION TO THE JEFFREYS BAY WASTEWATER TREATMENT WORKS – PHASE 1

CONTRACT NO: 16/2024

JANUARY 2024

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
CLOSING DATE	23 February 2024	

ISSUED BY:

Kouga Local Municipality

Physical Address:
33 Da Gama Road
Jeffreys Bay

Postal Address:
P O Box 21
Jeffrey Bay
6330

PREPARED BY:

MJM Consulting Engineers (Pty) Ltd

Physical Address:
Unit 2 Cotsworld Business Park
21 Barton Road, Cotsworld Gqeberha

Postal Address:
As above

KOUGA LOCAL MUNICIPALITY

BID No.:16/2024

**AUGMENTATION OF THE SEWER RISING MAINS FROM LA MER PUMP STATION TO THE JEFFREYS BAY
WASTEWATER TREATMENT WORKS – PHASE 1**

GENERAL TENDER INFORMATION

TENDERS INVITED	:	24 January 2024
ESTIMATED CIDB CONTRACTOR GRADING	:	5CE or higher
CLARIFICATION MEETING	:	A compulsory virtual clarification meeting to be held on 01 February 2024 at 10h00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Virtual on-line clarification meeting
CLOSING DATE	:	23 February 2024
CLOSING TIME	:	12:00:00 PM / 12h00
CLOSING VENUE	:	Tender Box at the Municipal Office, Room 112 16 Woltemade Street (front) / 21 St. Croix Street (back), Jeffreys Bay
VALIDITY PERIOD OF TENDER	:	90 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

KOUGA LOCAL MUNICIPALITY

BID No.: 16/2024

**AUGMENTATION OF THE SEWER RISING MAINS FROM LA MER PUMP STATION TO THE JEFFREYS BAY
WASTEWATER TREATMENT WORKS – PHASE 1**

PARTICULARS OF BIDDER	
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Name of Bidder	
Contact Person:	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cell phone Number	
Facsimile Number	Code: Number:
E-Mail Address	
CSD Supplier Number (National Treasury)	
CIDB CRS Number	
Vat Registration Number	

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TENDER

PART 1 (OF 2): TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data



KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: INFRASTRUCTURE AND ENGINEERING
NOTICE NO: 16/2024

AUGMENTATION OF THE SEWER RISING MAINS FROM LA MER PUMP STATION TO THE JEFFREYS BAY WASTEWATER TREATMENT WORKS – PHASE 1

Suitably qualified, capable, and experienced Contractors are hereby invited to submit tenders for the Augmentation of the sewer rising mains from La Mer Pump Station to the Jeffreys Bay Wastewater Treatment Works – Phase 1. The contract is based on the General Conditions of Contract for Construction Works, 3rd Edition, 2015.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from 24 January 2024. After downloading the tender document from the website each prospective bidder, **MUST** email their contact details to tenders@kouga.gov.za and copied to infrastructuretenders@kouga.gov.za.

A compulsory virtual clarification session will be arranged for Thursday, 01 February 2024 @ 10:00am. Prospective bidders can use the very same link below which is direct from this advert, it will link them directly to the meeting.

The link will also be available on the municipal website.

Join Zoom Meeting

<https://kouga-gov-za.zoom.us/j/99283531494?pwd=d3pwenREMEF2SmFuN2gzV2QwaFZGdz09>

Meeting ID: 992 8353 1494

Passcode: 149967

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80 (price)
- The specific goals would be for a maximum point of 20 points. To claim for specific goals prospective bidders **MUST** submit proof/required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **An estimated contractor CIDB Grading of 5CE or higher is required.**
- **A minimum functional assessment score of 70% will apply to this contract.**
- A Tax compliance Status pin to be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Enquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to infrastructuretenders@kouga.gov.za.

Completed documents in a sealed envelope endorsed "**NOTICE NO: 16/2024: "AUGMENTATION OF THE SEWER RISING MAINS FROM LA MER PUMP STATION TO THE JEFFREYS BAY WASTEWATER TREATMENT WORKS – PHASE 1"**", must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **FRIDAY, 23 FEBRUARY 2024 at 12:00.**

C. DU PLESSIS
MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement:

Municipal Website/ Municipal Notice Boards in all offices/areas – 24 January 2024

PART A**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	16/2024	CLOSING DATE:	23 February 2024	CLOSING TIME:	12h00
DESCRIPTION	AUGMENTATION OF THE SEWER RISING MAINS FROM LA MER PUMP STATION TO THE JEFFREYS BAY WASTEWATER TREATMENT WORKS – PHASE 1				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT

KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
3. TOTAL NUMBER OF ITEMS OFFERED				4. TOTAL BID PRICE	
5. SIGNATURE OF BIDDER			6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	Mr Jacques du Toit	
CONTACT PERSON			TELEPHONE NUMBER	042-200-2200	
TELEPHONE NUMBER	042-200-2200		FACSIMILE NUMBER	n/a	
FACSIMILE NUMBER			E-MAIL ADDRESS	infrastructuretenders@kouga.gov.za	
E-MAIL ADDRESS	tenders@kouga.gov.za				

T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019 (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

“Bid” should read “tender”, and vice versa, throughout the document – implying both words have the same meaning.

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

Clause Tender Data Number

C.1 General

C.1.1 Actions

The Employer is **KOUGA LOCAL MUNICIPALITY**.

C.1.2 Tender Documents

Add the following:

The following documents form part of this tender:

VOLUME 2: The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 3: The SANS Standard Specifications for Civil Engineering Construction prepared by Standards South Africa (SANS 1200). These publications are obtainable, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 2 and 3 may also be inspected, by appointment, at the offices of the Employer during normal office hours.

The Tender Documents issued by the Employer comprise:

VOLUME 1: The Tender Document (this document), in which are bound:

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

THE CONTRACT

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

- C1.2 Contract Data
- C1.3 Form of Performance Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Protection of the Environmental Declaration

Part C2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Part C3: Scope of Work

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Health and Safety Specifications
- C3.7 Annexures

Part C4 : Site Information

- C4.1 General Site Information

VOLUME 4: The following Tender drawings issued with this tender:

Book of Drawings – will be issued in PDF Format by a weblink (Mimecast), before the Tender Clarification Meeting, to all Tenderers who have pre-booked the Bid Document.

C.1.3 Interpretation

C.1.3.1 *Delete the clause and replace with the following:*

These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.4 Communication

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its director: Supply Chain Management or his nominee.

The Employer's Agent, for the purposes of any communication between the Employer and Tenderer is:

Name	:	MJM Consulting Engineers (Pty) Ltd
Represented By	:	Gareth Pugh
Address	:	Unit 1, 68 Mangold Rd, Newton Park, Gqeberha
Telephone	:	072 184 4428

C.1.5 Cancellation and Re-Invitation of Tenders

Delete the full stop at the end of C.1.5.1 c) and replace with, or Add the following after C.1.5.1 c):

- d) there is a material irregularity in the tender process.

Competitive negotiation procedure

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

C.1.6.3 Proposal procedure using the two-stage system

Add the following between C.1.6.3 and C.1.6.3.1:

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2

C.1.6.4 Objections, complaints, queries, and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

C.1.6.4.1 Disputes, objections, complaints, and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Kouga Local Municipality in the implementation of its supply chain management system, may lodge within fourteen (14) days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.4.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision.
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision

C.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

C.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:

The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.

C.1.6.4.5 All requests referring to clause C.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:

The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.

C.1.7 Kouga Local Municipality Supplier Database Registration

Tenderers are required to be registered on the Kouga Local Municipality's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Kouga Local Municipality's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Road, Jeffreys Bay.

C.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1 Eligibility

*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

C.2.1.1 Delete the clause and replace with the following:

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after C.2.1.2:

C.2.1.2 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.3 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.3.1 Construction Industry Development Board (CIDB) Registration

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a SB class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB.
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the SB class of construction work: and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7SB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
- d) The CIDB grading is extended to Potentially Emerging (PE) Contractors one grade lower ie 6SB PE in the tender value range in terms of Regulation 25.(8).

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2 Compliance with requirements of Kouga Local Municipality's SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of entity submitting tender to be provided.
- b) Identification number or company or other registration number to be provided.
- c) Tax reference number to be provided.
- d) VAT registration number to be provided.
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).

- h) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
- k) The tenderer's tax matters with SARS are in order.
- l) The tenderer is not an advisor or consultant contracted with the Employer.
- m) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.

C.2.1.4.3 Minimum score for functionality compliance

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below. Verifiable proof of similar Scope of Work contracts successfully completed, must be submitted in the applicable Returnable Schedule.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

CRITERIA	APPLICATION OF THE CRITERIA	WEIGHT/100
Company Experience Schedule 1H	Demonstrated experience of the tendering entity with respect to <u>comparable projects</u> by completing each row in the Returnable Schedule of work experience in full. <ul style="list-style-type: none"> 4 x completed projects > R7m 3 x completed projects > R7m 2 x completed projects > R7m 1 x completed projects > R7m 	(Max 40 points) 40 points 30 points 20 points 10 points
Key Personnel Schedule P-1	Contracts Manager Built / Civil Environment Qualification: B Eng / BSc / B Tech National Diploma No Qualification (s) or CV attached Relevant Experience: <ul style="list-style-type: none"> 10+ years 6 – 10 years 3 – 5 years 0 - 2 years 	(Max 10 points) 3 points 2 points 0 points 7 points 6 points 3 points 0 points
Key Personnel Schedule P-2	Construction Manager (Site Agent) Built / Civil Environment Qualification: B Eng / BSc / B Tech National Diploma No Qualification (s) or CV attached Relevant Experience: <ul style="list-style-type: none"> 10+ years 6 – 10 years 3 – 5 years 0 - 2 years 	(Max 10 points) 3 points 2 points 0 points 7 points 6 points 2 points 0 points
Key Personnel Schedule P-3	General Foreman Relevant Experience: <ul style="list-style-type: none"> 10+ years 6 – 10 years 3 – 5 years 0 - 2 years 	(Max 10 points) 10 points 8 points 5 points 0 points
Key Personnel Schedule P-4	OH&S Agent (SACPMP Registered – Proof required) Relevant Experience: <ul style="list-style-type: none"> 10+ years 	(Max 10 points)

	<ul style="list-style-type: none"> • 6 – 10 years • 3 – 5 years • 1 - 2 years 	5 points 4 points 3 points 1 point
Maximum possible score for Functionality		80

The minimum score for functionality is **70%**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-Responsive.

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 10, Part T2.2: Returnable Schedules).

Where the tenderer intends to sub-contract any of the work components listed above, full details of the intended sub-contractor and portions of work to be undertaken by them shall be provided with the tender. The verifiable experience of the sub-contractor relevant to the component of work to be performed by them will be taken into consideration when allocating scores.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

C.2.1.4.5 **Compulsory clarification meeting**

Tenderers are required to attend a compulsory clarification meeting and site visit at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers who have signed the attendance register will be declared responsive.

C.2.1.4.6 **Good standing with Bargaining Council**

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive. Refer to Schedule 21 of the Returnable Schedules.

C.2.3 **Check documents**

C.2.3 *Delete the clause and replace with the following:*

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's Agent at once of any such problems identified

C.2.7 **Clarification meeting**

Add the following after the second sentence:

The arrangements for the compulsory site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.8 **Seek Clarification**

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.12 **Alternative tender offers**

C.2.12.1 *Add the following to C.2.12.1 at the end of the first sentence:*

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

C.2.12.3 *Add the following to C.2.12.1 at the end of the first sentence:*

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13 **Submitting a tender offer**

Add the following to C.2.13.1 at the end of the first sentence:

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to C.2.13.3 at the end of the first sentence:
C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

Add the following to C.2.13.5 at the end of the first sentence:
C.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Employer: Kouga Local Municipality.
Physical address: 16 Woltemade Street, Jeffreys Bay.
Identification details: Bid Number: 16/2024
Title of Contract: AUGMENTATION OF THE SEWER RISING MAINS FROM LA MER PUMP STATION TO THE JEFFREYS BAY WASTEWATER TREATMENT WORKS – PHASE 1

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO. 16/2024: AUGMENTATION OF THE SEWER RISING MAINS FROM LA MER PUMP STATION TO THE JEFFREYS BAY WASTEWATER TREATMENT WORKS – PHASE 1**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to C.2.13.6:
C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

Add the following after C.2.13.9:
C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood, and accepted all the above conditions.

C.2.15 Closing time

Add the following to C.2.15.1 after the first sentence:
C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 Tender offer validity

Add the following to C.2.16.1 after the first sentence:
C.2.16.1 The tender offer validity period is **(90 calendar days)**.

C.2.16.2 *Delete the clause and replace with the following:*
Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

C.2.17 **Clarification of tender offer after submission**

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18 **Provide other material**

Delete the following word in C.2.18.1:

C.2.18.1 notarized

Add the following to C.2.18.1 at the end of the first paragraph:

Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing.
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

Add the following after C.2.18.2:

C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 16: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.7 Health and Safety Specifications for the works detailed in Part C3 Scope of works.

C.2.23 **Certificates**

Add the following after the first sentence:

The tenderer is required to submit the following:

C.2.23.1

Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

C.2.23.2

Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the Kouga Local Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector)** unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after C.2.23.2

C.2.24

Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause C3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the words "three days" from the first sentence and replace with:

"Five working days where possible"

Add the following to C.3.2 at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.

C3.4 Opening of tender submissions

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

C.3.8.2 Delete par C.3.8.2 (c)

Replace the final sentence of C.3.8.2 with the following:

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

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions, and discrepancies

Add the following after clause C.3.9.2

C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

Annex C
(normative)
Standard Conditions of Tender

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

C.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.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points

claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures. **The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

Requirement

Fair

Qualitative interpretation of goal

The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions,

preventing participating in the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 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.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Annex G
(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters, as per Government Notice 357 of 2019 [Notice No.42561], dated 23 May 2019.

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 500 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

TENDER

PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	30
T2.2	Returnable Documents	32

T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document (refer clauses 3.2 and 4.13 of the Tender Data), excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting
- 1D Declaration of Interest in Tender of Persons in Service of the State
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Tenderer's Past Supply Chain Management Practises
- 1G Form MBD6: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2001
- 1H Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Tenderer by Organs of State
- 1J Company Information Required for Tenders greater than R 5 million
- 1K Certificate of Independent Bid Determination
- 1L Proposed Amendments
- 1M Proof or Registration and good standing with the Civil Engineering Bargaining Council (BCCEI)
- 1N Proof or Registration and good standing with the Construction Industry Development Board (CIDB)
- 1O Proof of Registration with the Supplier Database
- 1P Available personnel for this project:
Details of Experience and Qualifications for Contracts Manager, Construction Manager, General Foreman and OH&S Agent

2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)

- 2A Original Valid Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- 3A Record of Addenda to Tender Documents
- 3B Personnel Schedule
- 3C Declaration Concerning Fulfilment of the Construction Regulations
- 3D Schedule of Construction Equipment
- 3E Schedule of Proposed Subcontractors

4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Bill of Quantities

T2.2: RETURNABLE DOCUMENTS

1A: STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

2. Information to be provided (Attached to the tender)

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Copies of: a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company. Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative	CIPRO CR 2 – Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO:

1B: AUTHORITY FOR SIGNATORY

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

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

A Certificate for Company

I,, chairperson of the board of directors of
, hereby confirm that by resolution of the board (copy
 attached) taken on 20....., * Mr / Ms
 acting in the capacity of
, and who will sign as follows:
 be, and is hereby authorized to sign the tender and all
 documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of
 the company.

As witnesses:

- Chairman:
- Date:

NAME	CAPACITY	SIGNATURE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B Certificate for Partnership

We, the undersigned, being the key partners in the business trading as, hereby authorize * Mr / Ms, acting in the capacity of, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a * Joint Venture / Consortium and hereby authorise * Mr / Ms, acting in the capacity of lead partner, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

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

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

Note:

* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

D Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1. Signature:

2. Date:

E. Certificate for Close Corporation

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

hereby authorize * Mr / Mrs, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
--

This is to certify that

..... (Tenderer)

of

.....

..... (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on

..... (date), starting at (time).

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting on behalf of **the tenderer**:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the **Employer's Representative**, namely:

Name Signature

Capacity Date & Time

1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE

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

YES / NO (INDICATE)

If so, state particulars:

.....

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

.....

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

YES / NO (INDICATE)

If so, state particulars:

.....

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

YES / NO (INDICATE)

If so, state particulars:

.....

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

YES / NO (INDICATE)

If so, state particulars:

.....

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

YES / NO (INDICATE)

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1E: COMPULSORY ENTERPRISE QUESTIONNAIRE
--

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

SECTION 1: NAME OF ENTERPRISE:

SECTION 2: VAT REGISTRATION NUMBER, IF ANY

SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:

SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity Number*	Personal Income Tax Number*

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

SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number

Close corporation number

Tax reference number

SECTION 6: RECORD OF SERVICE OF THE STATE

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <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 an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any 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"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of Sole Proprietor,	Name of Institution, Public	Status of Service
--------------------------	-----------------------------	-------------------

Partner, Director, Manager, Principal Shareholder or Stakeholder	Office, Board or Organ of State and Position held	(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:

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

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

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

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

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Enterprise name

1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for 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) The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)	Yes	No
	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
	If so, furnish particulars:		

ITEM	QUESTION	RESPONSE	
4.4	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars:		
4.5	Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?	Yes	No
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

**1G: FORM MDB 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2011**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

SPECIFIC GOALS

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	10 Points= Located within the boundaries of the Kouga Local Municipality 6 Points- Located within the boundaries of Sarah Baartman District Municipality 4 Points- Located within the boundaries of the Eastern Cape 1 Point- Outside of the boundaries of the Eastern Cape

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales

- and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as

may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

- ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

6.

<p align="center">1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE</p> <p align="center"><i>(Organs of State include any Local, Provincial or National Government Authority)</i></p>

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, Contact Person and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE

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

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars: <div style="border: 1px solid black; height: 200px; width: 100%;"></div>		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer

1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 5 MILLION

1. Is the tenderer is required by law to prepare audited annual financial statements? YES / NO
2. If so, provide audited annual financial statements:
- for the past three years; or
 - since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? YES / NO
4. If so, provide audited annual financial statements:
- for the past three years; or
 - since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

6. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days? YES / NO

If so, state particulars:

.....

.....

.....

7. Has any contracts been awarded to the tenderer by an organ of state during the past five years? YES / NO

If so, state particulars:

.....

.....

.....

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

YES / NO

If so, state particulars:

.....

.....

.....

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

YES / NO

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

.....

.....

.....

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1K: 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
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or 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.

Signed

Date

Name

Position

Tenderer

1L: PROPOSED AMENDMENTS

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

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

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer

Tenderers must attach to this page, proof of registration and good standing with the Bargaining Council. (In the case of Joint Ventures, proof must be provided for each partner).

Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD www.csd.gov.za for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

1P :	DETAILS OF EXPERIENCE AND QUALIFICATIONS FOR CONTRACTS MANAGER, CONSTRUCTION MANAGER (SITE AGENT), GENERAL FOREMAN AND OH&S AGENT
-------------	--

Tenderers shall set out in the Schedules hereunder details of the Experience and Qualifications for the Contract Manager, the Construction Manager (Site Agent), General Foreman and the OHS Safety Officer Experience in work of a similar nature to that for which their Tender is submitted.

The tenderer is reminded that the information provided with this Schedule shall be used in terms of Clauses F.2.1.4.3 in Part T.1.2 Tender Data to confirm the tendering entity's eligibility to tender, and the responsiveness of the Tender submitted. The tenderer is therefore required to supply detailed information relating to previous projects, and projects to date, to clearly illustrate that the tendering entity meets key staff experience requirements stipulated in Clause F.2.1.4.3.

Note: Only the information provided on this Schedule, or attached hereto, will be considered. Failure to complete this Schedule may result in the tender being non-responsive.

RETURNABLE SCHEDULE P-1 CONTRACTS MANAGER	NAME & SURNAME : YEARS ACCRUED RELEVANT EXPERIENCE : QUALIFICATIONS :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

RETURNABLE SCHEDULE P-2 CONSTRUCTION MANAGER (SITE AGENT)	NAME & SURNAME :				
	YEARS ACCRUED RELEVANT EXPERIENCE :				
	QUALIFICATIONS :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

RETURNABLE SCHEDULE P-3 GENERAL FOREMAN	NAME & SURNAME :				
	YEARS ACCRUED RELEVANT EXPERIENCE :				
	QUALIFICATIONS :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

RETURNABLE SCHEDULE P-4 OHS SAFETY OFFICER	NAME & SURNAME : YEARS ACCRUED EXPERIENCE AS OHS SAFETY OFFICER : QUALIFICATIONS : SACPMP REGISTRATION NO :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

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

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE
--

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality
33 Da Gama Road
Jeffreys Bay.

Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.

2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page 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.

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

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.

3A: RECORD OF ADDENDA TO TENDER DOCUMENTS
--

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

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

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3B: PERSONNEL SCHEDULE

The tenderer shall insert the number of personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NON-LOCAL (Key Personnel) (Permanently employed by Contractor)	LOCAL			
		Women	Men	Youth	SMME
Contract Manager**					
Site Agent**					
Quantity Surveyor					
Surveyors					
General Foreman					
Foremen					
Operators					
Bricklayers					
Carpenters					
Mechanics					
Electricians					
Watchmen					
Gang Bosses					
Pipe Layers					
Labourers					
* Other					
Total					

* To be filled in / completed by tenderer.

The CV's of the Contracts Manager and Site Agent must be attached, in which they highlight their previous experience. The Company Profile of the proposed Sub Contractor is also to be submitted.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of Regulation 4(3) of the Construction Regulations (2014), hereinafter referred to as the Regulations, promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

Yes	
No	

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

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify: 	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

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

(Tick)	
Yes	
No	

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

1. ID NO:
(Name in Print):

2. ID NO:
(Name in Print):

3D: SCHEDULE OF CONSTRUCTION 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 tender is accepted.

- (a) Details of major equipment that is owned by and immediately available for use on this Contract should my / our tender be accepted.

Quantity	Description, Size, Capacity, etc.

- (b) Details of major equipment that will be **hired in**, or acquired, for use on the Contract should my / our tender be accepted.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3E: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on 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.

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

- C1.1** **Form of Offer and Acceptance**
- C1.2** **Contract Data**
- C1.3** **Form of Guarantee**
- C1.4** **Health and Safety Agreement**
- C1.5** **Disclosure Statement**
- C1.6** **Adjudication Board Member Agreement**

C1.1: FORM OF OFFER AND ACCEPTANCE

(Agreement)

1. OFFER

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

AUGMENTATION OF THE SEWER RISING MAINS FROM LA MER PUMP STATION TO THE JEFFREYS BAY WASTEWATER TREATMENT WORKS – PHASE 1

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

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

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

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

For the **Tenderer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

.....

.....

.....

.....

.....

Signature and Name of Witness:

.....

Signature

.....

Name

Date:

2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

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

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

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the **Employer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject:
Details:
2. Subject:
Details:
3. Subject:
Details:
4. Subject:
Details:
5. Subject:
Details:
6. Subject:
Details:
7. Subject:
Details:

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

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

For the Tenderer:

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Signature

Name

Capacity

Name and Address of Organisation

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For the Employer:

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Name and Address of Organisation

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Witness Signature

Witness Name

Date

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4. CONFIRMATION OR RECEIPT

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

the (day)

of (month)

20 (year)

at (place)

For the **Contractor**:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this Contract and are obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained on the tenderer's own cost from the SAICE.
(Tel: 011 – 055 947).

PART 1: DATA PROVIDED BY THE EMPLOYER

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

Clause	Description / Wording
1.1.1.13	The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 3 months , calculated from the Commencement Date.
1.1.1.15	The Employer is the Kouga Local Municipality.
1.1.1.16	The Employer's Agent is represented by an employee duly authorised thereto in writing.
1.1.1.26	The Pricing Strategy is: Re-measurable Contract
1.2.1.2	The Employer's address for receipt of communications is: 33 Da Gama Road Jeffreys Bay Postal Address: P O Box 21 Jeffrey Bay 6330 Telephone: 042 200 2200 Facsimile: infrastructuretenders@kouga.gov.za
1.2.1.2	The Employer's Agent's address for receipt of communications and notices is: MJM Consulting Engineers (Pty) Ltd Unit 1 68 Mangold Road Newton Park Port Elizabeth 6045 Telephone: 072 184 4428

Clause	Description / Wording
3.2.3	<p>The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ol style="list-style-type: none"> 1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Sum"; 2. Existing Clauses: <ul style="list-style-type: none"> 3.3.1 - Nomination of person as Employer's Agent's Representative. 5.7.2 - Work at night as well as by day 5.8 – Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 – Variation Orders which may exceed R 20 000 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.
3.2.4	<p>The Employer's Agent has been appointed as Agent on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993.</p> <p>The duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to the employers agent for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.</p>
4.3.1	<p><u>Add the following</u> to the clause:</p> <p>"For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Employers Agenting Sector published from time to time.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers."</p> <p>"The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan."</p>

Clause	Description / Wording
4.3	<p>Add the following at the end of Clause 4.3:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (iv) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. <p>4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <ul style="list-style-type: none"> (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(b) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after the Commencement Date and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."
5.3.1	The documentation required before the commencement of the Works is:

Clause	Description / Wording
	<p>(i) Health and Safety Plan (Refer Clause 4.3)</p> <p>The Contractor shall deliver his health and safety plan, complete with Risk Assessment, in terms of Regulation 5(1) of the Construction Regulations (2014).</p> <p>(ii) Initial Programme (Refer Clause 5.6)</p> <p>The Contractor shall deliver his Initial Programme of carrying out the Works.</p> <p>(iii) Security (Refer Clause 6.2)</p> <p>The Contractor shall submit a Performance Guarantee from an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to ten per cent (10%) of the Contract Sum. The wording of the Guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data.</p> <p>(iv) Insurance (Refer Clause 8.6)</p> <p>The Contractor shall submit a "Letter of Confirmation" from the approved Insurance Company certifying that:</p> <ol style="list-style-type: none"> that the applicable Contractor complies in full with all the requirements and stipulations of Clause 8.6 of the Conditions of Contract, as amended in the Contract Data and, the Insurance Company will immediately notify the Employers Agent of any changes or amendments to the policy / policies and, the Insurance Company will immediately notify the Employers Agent of any non-payment or default relating to the premiums and or policy / policies and, the Insurance Company will immediately notify the Employers Agent should any of the applicable insurances expire or be cancelled before the issue of the "Certificate of Completion" or the "Final Approval Certificate", as the case may be."
5.3.2	The documentation shall be submitted within 14 days from the Commencement Date.
5.3.3	<p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."</p>
5.4.1	<p>Between the wording "... Site," and "the location" In the third line, add the following:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"</p>
5.4.2	Access to and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information.
5.6.1	The Contractor shall deliver his Works programme within fourteen (14) days after the Commencement Date.
5.8.1	<p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>Non-working days are Saturdays and Sundays. Special non-working days are all applicable gazetted public holidays, election day of the local government elections and national elections</p>

Clause	Description / Wording
	<p>(when applicable) and the year-end break.</p> <p>For the purposes of this Contract the year-end break shall be as declared by SAFCEC.</p> <p>The work done by the contractor should be done at hours of the day so as not to influence the normal operation of the existing infrastructure in any manner.</p>
5.8.3	<p>Add the following new Clause:</p> <p>“5.8.3</p> <p>The additional cost of supervision and monitoring by the Employers Agent or his representatives, outside non-working times, in accordance with Clause 5.8.1 shall be for the Contractor's account.”</p>
5.12.2.2	<p>Add the following to Clause 5.12.2.2:</p> <p>The time period specified as the time for completion includes allowances for delays and days on which it is expected that work, on the critical path items of the Works, would be prevented due to normal weather conditions such as wind, rainfall or the subsequent waterlogged condition.</p> <p>Based on average weather conditions of wind, rain and sunshine the allowances are actual and consequential delays shall be as follows:</p> <ul style="list-style-type: none"> • 3 working days per month for the months of May to October • 2 working days per month for the months of November to April <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work.</p> <p>The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>
5.12.2.4	<p>In the event of any disruption which is entirely beyond the Contractor's control, the only compensation will be under the rates tendered for under items 1.2.8 through to 1.2.11.</p>
5.12.3	<p>Delete the entire subclause 5.12.3.</p>
5.12.5	<p><u>Add the following</u> to Clause 5.12</p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>
5.13.1	<p>The penalty for failing to complete the Works is R5 000 per day.</p>

Clause	Description / Wording
5.14.1	The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
5.14.2	Issue of Certificate of Practical Completion. Replace "the Employer's Agent" in the second line with the following: ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"
5.14.4	Add the following to Clause 5.14.4: "The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of the Certificate of Practical Completion. Should the Contractor fail to complete all the work so listed within the stated period of 21 days, the date of issue of the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such work."
5.14.5.5	Delete the contents of Clause 5.14.5.5 and replace with: "Insurance of the Works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data".
5.16.3	The latent defect period is 10 years.
6.2.1	Replace the wording "as selected" in Clause 6.2.1 with "as stated". The security to be provided by the Contractor shall be: <ul style="list-style-type: none"> • a Performance Guarantee of ten per cent (10%) of the Contract Sum, plus • Retention Money amounting to five per cent (5%) of the Contract Price. Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. The Performance Guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Performance Guarantee. A Retention Money Guarantee is permitted. The wording of the Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data The time to deliver the Performance Guarantee is within fourteen (14) days after the Commencement Date.
6.2.2	Replace the entire contents of Clause 6.2.2 with the following: "If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."
6.2.3	Replace the entire contents of Clause 6.2.3 with the following: "The Contractor shall ensure that the Performance Guarantee remains valid and enforceable until the issue of the Certificate of Completion."

Clause	Description / Wording
6.5.1.2.3	The percentage allowance shall be seven percent (7%).
6.8.2	Contract Price adjustment will not be applicable to this contract.
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1	In subclause 6.10.1 delete "monthly".
6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
6.10.1.9	<p><u>Add the following new clause:</u></p> <p>"The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Appendix B, together with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided. In addition, a penalty for late submission of R1500.00 per day will be applicable for every day after the 5th working day of the subsequent month to the reporting month."</p>
6.10.3	<p>Replace the entire contents of Clause 6.10.3 with the following:</p> <p>"Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data."</p> <p>The percentage retention shall be ten per cent (10%) and the "Limit of retention money" shall be five per cent (5%) of the Contract Price, excluding Value Added Tax.</p>
6.10.4	Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".
6.10.6.2	<p>Replace the contents of Clause 6.10.6.2 with the following:</p> <p>"No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract."</p>
6.11.1	Delete this clause.
7.8	The Defects Liability Period shall be twelve (12) months, measured from the date of Certificate of Completion.
7.2.1	<p>Add the following at the end of Clause 7.2.1:</p> <p>"Unless otherwise directed in writing by the Employers Agent, all materials for the Permanent Works shall be new and unused."</p>
7.8.1	<p>In subclause 7.8.1 delete the following:</p> <p>"(fair wear and tear excepted)"</p>
7.8.2.2	<p>In sub-subclause 7.8.2.2 add the following:</p> <p>", subject to such work being done on a written instruction by the Employer's Agent."</p>

Clause	Description / Wording
<p>8.6</p> <p>8.6.1</p>	<p><u>Delete Clause 8.6. and replace with the following:</u></p> <p>Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Contractor shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site</p> <p>⇒ Contract Works Insurance (including SASRIA Insurance) and</p> <p>⇒ Public Liability (Third Party) Insurance</p> <p>both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract.</p> <p>The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover:</p> <p><u>Section 1 – The Contract Works</u></p> <p>(a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein.</p> <p>“Temporary Works” shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which</p> <p>(i) do not comprise mobile plant,</p> <p>(ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or</p> <p>(iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature,</p> <p>to the extent that the value has been included in the Contract price.</p> <p>(b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above.</p> <p><u>Section 2 – Contract Liability</u></p> <p>Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract.</p> <p>THE SUMS INSURED/LIMIT OF LIABILITY</p> <p><u>Section 1 – CONTRACT WORKS</u></p> <p>(a) Property insured under Section 1(a) The Contract Works</p> <p>The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers’ agreement to amend these limits is obtained in writing.</p>

Clause	Description / Wording																												
	<p>(b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every loss</p> <p>SECTION 2 - CONTRACT LIABILITY</p> <p>Limit of Indemnity R10 000 000 (Ten Million Rand) for any one occurrence or series of occurrences arising out of one event.</p> <p>(1)</p> <p>EXCLUDED CONTRACTS</p> <p>The following Contracts are specifically excluded from the “blanket” cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms & Conditions of such policy with the Contractor in writing.</p> <p>1. Any Contract with a Contract Price at award of over R100,000,000</p> <p>2. Any Contract with a construction period at award exceeding 24 months</p> <p>3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months</p> <p>4. Any Contract involving</p> <p>4.1 Underground Mine or Colliery Working’</p> <p>4.2 Tunnelling</p> <p>4.3 Foul Berthing</p> <p>4.4 Stevedoring Work</p> <p>4.5 “Wet” work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water</p> <p>THE DEDUCTIBLES</p> <p>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</p> <p>(A) STANDARD BUILDING CONTRACTS</p> <table><tr><th rowspan="2"></th><th rowspan="2">Description</th><th colspan="2">Existing</th><th colspan="2">Renewal</th></tr><tr><th>Gross rate</th><th>Excess</th><th>Gross rate</th><th>Excess</th></tr><tr><td>A1</td><td>Contract Value up to R10M</td><td>0.205%</td><td>R 10,000</td><td>0.205%</td><td>R 10,000</td></tr><tr><td>2</td><td>Contract Value above R10M up to R25M</td><td>0.255%</td><td>R15,000</td><td>0.255%</td><td>R15,000</td></tr><tr><td>3</td><td>Contract Value above R25M</td><td>0.255%</td><td>R25,000</td><td>0.255%</td><td>R25,000</td></tr></table>		Description	Existing		Renewal		Gross rate	Excess	Gross rate	Excess	A1	Contract Value up to R10M	0.205%	R 10,000	0.205%	R 10,000	2	Contract Value above R10M up to R25M	0.255%	R15,000	0.255%	R15,000	3	Contract Value above R25M	0.255%	R25,000	0.255%	R25,000
	Description			Existing		Renewal																							
		Gross rate	Excess	Gross rate	Excess																								
A1	Contract Value up to R10M	0.205%	R 10,000	0.205%	R 10,000																								
2	Contract Value above R10M up to R25M	0.255%	R15,000	0.255%	R15,000																								
3	Contract Value above R25M	0.255%	R25,000	0.255%	R25,000																								

Clause	Description / Wording					
	(B) <u>CIVIL & ALL OTHER CONTRACTS</u>					
		Description	Existing		Renewal	
			Gross rate	Excess	Gross rate	Excess
	B1	Contract Value up to R1M Canals/water channels & bridges	0.350%	0.25% of claim minimum R10 000 R35,000	0.350%	R 10,000
	2	Contract Value above R1M up to R5M Canals/water channels & bridges	0.350%	0.25% of claim minimum R20 000 R35,000	0.350%	0.25% of claim minimum R15,000 Minimum R35,000
	3	Contract Value above R5M Canals/water channels & bridges	0.350%	0.25% of claim minimum R50 000 R50,000	0.350%	0.25% of claim minimum R50,000
	(C) <u>LIABILITY RISKS</u>					
	Liability limit: R10,000,000					
		Description	Existing		Renewal	
			Gross rate	Excess	Gross rate	Excess
	All Contracts	0.10%	R25,000 in respect of loss or damage caused by Fire and damage to Underground Services.	0.15%	R25,000 in respect of loss or damage caused by Fire and damage to Underground Services.	

Clause	Description / Wording					
	<table><tr><td></td><td></td><td>R20,000 in respect of all other losses.</td><td></td><td>R10,000 in respect of all other losses.</td></tr></table> <p>(D) SASRIA</p> <p>Rate : 1.00%</p>			R20,000 in respect of all other losses.		R10,000 in respect of all other losses.
		R20,000 in respect of all other losses.		R10,000 in respect of all other losses.		
8.6.2	The Contractor will pay all premiums in connection with the insurance affected by the Contractor.					
8.6.3	<p>In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Contractor, the Contractor or sub-Contractor shall</p> <ul style="list-style-type: none">(a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage;(b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent;(c) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer. <p>The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.</p>					
8.6.4	Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Contractor shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract.					
8.6.5	Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.					
8.6.6	<p>The Contractor and/or Sub-Contractor shall provide, as a minimum, the following:</p> <ul style="list-style-type: none">(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by					

Clause	Description / Wording
	<p>endorsement to the Contractor's Policies of Insurance.</p> <p>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p>
8.6.7	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
8.6.8	The Contractor may affect, at his own cost, any insurance additional to that affected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.
8.6.9	The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
8.6.10	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
8.6.11	<p>Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall</p> <p>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</p> <p>(b) Ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</p> <p>The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.</p>
9.1.4	<p>Replace the contents of Clause 9.1.4 with the following:</p> <p>"Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <p>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</p> <p>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what</p>

Clause	Description / Wording
	<p>extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the Due Completion Date.</p>
10.3.2	Dispute resolution shall be by amicable settlement.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
10.11	<p>Add the following additional clause:</p> <p>"Details to be confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent."</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description / Wording
1.1.1.9	<p>The Contractor is:</p> <p>.....</p> <p>.....</p>
1.2.1.2	<p>The Contractor's address for receipt of communications and notices is:</p> <p>Address (Postal):</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Address (Physical):</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone Number (Work):</p> <p>Telephone Number (After Hours):</p> <p>Facsimile Number:</p> <p>Electronic Mail Address (E-mail):</p>

C1.3: FORM OF GUARANTEE

PRO FORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employers Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date": This Performance Guarantee shall remain in full force and effect **until the issue of the Certificate of Completion of the Works** in terms of the Contract. (Refer Clause 2 hereunder).

CONTRACT DETAILS

Employers Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the date of issue by the Employers Agent of the **Certificate of Completion of the Works** or the date of payment in full of the Guaranteed Sum, whichever occurs first unless the Guarantor is advised in writing by the Employer 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. The Employers Agent and / or the Employer shall inform the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in term of the Contract and failing such payment within (7) seven calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and / or the provisional / final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the **Final Payment Certificate** submit an **expense account** to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear zero percent (0%) interest.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT (1993)

BETWEEN

THE KOUGA LOCAL MUNICIPALITY
(Hereinafter referred to as the "EMPLOYER")

AND

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

Herein represented by in his/her capacity as
....., duly authorised by virtue of a resolution dated
....., attached hereto as Annexure A, of the said
(Herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of:

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

Contract number:

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.

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

Signature(s) of authorised agents:

.....

Name(s) (in block letters):

.....

Capacity of authorized agents:

.....

for and on behalf of the Contractor:

.....

.....

.....

(Name and address of organization)

Witness:

.....

(Full name in block letters as well as signature)

.....

(Signature)

Date:

for and on behalf of the Employer:

Signature of authorized agent:

Name of authorized agent:

Capacity of authorized agent:

for the **Employer:**

**KOUGA LOCAL MUNICIPALITY
P O Box 21
Jeffreys Bay
6330**

Witness:

.....

(Full name in block letters as well as signature)

.....

(Signature)

Date:

C1.5: DISCLOSURE STATEMENT

PRO FORMA
DISCLOSURE STATEMENT

Date:

Contract:
(Name)

Contractor:
(Name)

Employer:
(Name)

Employers Agent:
(Name)

Dear Sirs

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

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

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

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

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

Name in full:

Signature:

C1.6: ADJUDICATION BOARD MEMBER AGREEMENT

PRO FORMA
ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member:

Name:

Physical Address:

Postal Address:

E-mail Address:

Facsimile Number:

Telephone Number:

Mobile Number:

Contractor:

Name:

Physical Address:

Postal Address:

E-mail Address:

Facsimile Number:

Telephone Number:

Mobile Number:

Employer:

Name:

Physical Address:

Postal Address:

E-mail Address:

Facsimile Number:

Telephone Number:

Mobile Number:

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for

..... (Name of project) which provides that a dispute under
or in connection with the General Conditions of Contract for Construction Works, Second Edition 2015 (GCC), must be
referred to **ad-hoc / standing adjudication**.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employers Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 - a. A monthly retainer of (amount) for (number) of months, and/or
 - b. A daily fee of (amount) based on a (number) hour day, and/or
 - c. An hourly fee of (amount), and/or
 - d. A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable
8. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the **(Contractor / Employer)** * shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other party by half the amount so that fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at a prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place:

Date:

Employer's signature:

Employer's name:
Place:
Date:

Adjudication Board Member's signature:
Adjudication Board Member's name:
Place:
Date:

*** Delete the inapplicable party**

CONTRACT

PART 2 (OF 4): PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Bill of Quantities**
- C2.3 Summary Page for Bill of Quantities**

C2.1: PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Employers Agenting Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 Standardized Specifications”.
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The reference clauses in a specification in which further information regarding the bill item can be obtained appear under the “Reference Clause” or “Payment Refers” column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of schedule/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Bill to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the Scope of Work.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance is made for waste. The Bill has to be completed in black non-erasable ink and the tenderer is referred to the Conditions of Tender as well as the Tender Data with regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Bill of Quantities are the estimated quantities of the work. The tenderers attention is directed to Clause 6.7 of the Conditions of Contract and the Contractor will be required to determine the actual and final quantities of the Works to be executed and the Contractor shall undertake whatever quantities may be directed by the Employers Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price / rate is entered will be considered to be covered by the other prices or rates in the Bill.

- C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**
- C2.1.1.12 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:
- | | |
|--|----------------------------|
| mm = Millimetre | h = hour |
| m = Metre | kg = kilogram |
| km = kilometre | t = ton (1 000kg) |
| m ² = square metre | No = Number |
| m ² .pass = square metre-pass | Sum = Lump Sum |
| ha = hectare | MN = MegaNewton |
| m ³ = cubic metre | MN.m = MegaNewton-metre |
| m ³ .km = cubic metre-kilometre | PC Sum = Prime Cost Sum |
| ℓ = Litre | Prov Sum = Provisional Sum |
| kℓ = kilolitre | Lab.month = Labourer.Month |
| MPa = Mega Pascal | % = per cent (percentage) |
| Mℓ = Mega litre | kW = kilowatt |
- C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

NOTE: CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2: BILL OF QUANTITIES

SECTION 1: PRELIMINARY AND GENERAL						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
1	SANS 1200 A	SECTION 1: PRELIMINARY AND GENERAL				
		GENERAL as specified in SANS 1200 A and in the Scope of Work				
1.1	8.3	SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS:				
1.1.1	8.3.1 PSA 8.3.1	Contractual requirements	Sum	1		
	8.3.2	Establishment of facilities on the site:				
	8.3.2.1 PSA 8.3.2.1	(i) Facilities for Employer's Agent :				
1.1.2		(a) Offices	Sum	1		
		(b) Two Contract nameboards	No.	2		
		(c) Board room	Sum	1		
		(d) Electricity and lighting	Sum	1		
		(e) Ablutions	Sum	1		
		(f) Heating/cooling	Sum	1		
		(g) Furniture, fridge, printer/copier/scanner	Sum	1		
		(h) Car port	Sum	1		
		(i) Survey equipment	Sum	1		
1.1.3	8.3.2.2 PSA 8.3.2.2	(ii) Facilities for Contractor				
		(a) Office and storage sheds	Sum	1		
		(b) Workshop	Sum	1		
		(c) Laboratories	Sum	1		
		(d) Living Accomodation	Sum	1		
		(e) Ablution and latrine facilities	Sum	1		
		(f) Tools and equipment	Sum	1		
		(g) Water supplies, electricity and communication	Sum	1		
		(h) Dealing with water	Sum	1		
		(i) Access	Sum	1		
		(j) Plant	Sum	1		
1.1.4	8.3.3	Other fixed-charge obligations				
		Contractor to state additional items;				
		(a)	Sum	1		
		(b)	Sum	1		
		(c)	Sum	1		
1.1.5	8.3.4	Health and Safety Obligations				
	App. A PB11.1	(a) Preparation of Contractor's Project Specific Health and Safety Plan	L.Sum	1		
	App. A PB11.A	(b) Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction	L.Sum	1		
	App. A PB11.6	(c) Cost of Medical Surveillance				
		i) Initial (baseline) medical examinations, including audiometric and lung function testing.,	No.	30		
		ii) Exit Examinations	No.	30		
	App. A PB11.7	(d) Induction Training	No.	120		
	App. A PB11.8	Environmental Monitoring				
		(i) Air quality monitoring	No.	1		
		(ii) Compliance with Amendment of the Occupational Exposure Control Limit for Silica in Table 1 of the Hazardous Chemical				
	App. A B11.8 b	1) Air sampling in situ	No.	2		
	App. A PB11.8 b	2) Analysis samples	No.	2		
	App. A PB11.8 b	3) Tests on workers	No.	5		
TOTAL CARRIED FORWARD						

SECTION 1: PRELIMINARY AND GENERAL						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
	App. A PB11.9	(g) Establishment of noise levels	No.	3		
	App. A PB11.10	(h) Payment for Health and Safety Representatives at meetings	L.Sum	1		
	App. B PB11.11	(i) Provision of First Aid Boxes	L.Sum	1		
	App. B PB11.12	(j) Transportation of Workers	L.Sum	1		
	App. B PB11.13	(k) Submission of the Health and Safety File	L.Sum	1		
1.1.6		Environmental Management Obligations				
1.1.6.1	PA	Fixed obligations for complying with the requirements of the	Sum	1		
1.1.7		Destablishment				
1.1.7.1	8.3.4	Removal of site establishment on Completion of the Works	Sum	1		
1.1.8	C3.5.1.22	Submission of As-built information	Sum	1		
1.2	SABS 1200 A	TIME RELATED ITEMS				
1.2.1	8.4.1	Contractual requirements	Sum	1		
1.2.2	8.4.2	Operation and maintenance of facilities in site				
1.2.2.1	8.4.2.1	Facilities for the Employer's Agent for the duration of				
	8.4.2.1	(a) Offices	Month	3		
		(b) Two Contract nameboards	Month	3		
		(c) Board room	Month	3		
		(d) Electricity and lighting	Month	3		
		(e) Ablutions	Month	3		
		(f) Heating/cooling	Month	3		
		(g) Furniture, fridge, printer/copier/scanner	Month	3		
		(h) Car port	Month	3		
		(i) Survey equipment	Month	3		
1.2.2.2	8.4.2.2	Facilities for the Contractor for the duration of				
		(a) Office and storage sheds	Month	3		
		(b) Workshop	Month	3		
		(c) Laboratories	Month	3		
		(d) Living Accommodation	Month	3		
		(e) Ablution and latrine facilities	Month	3		
		(f) Tools and equipment	Month	3		
		(g) Water supplies, electricity and communication	Month	3		
		(h) Dealing with water	Month	3		
		(i) Access	Month	3		
		(j) Plant	Month	3		
1.2.3	8.4.3	Supervision for the duration of the contract.	Month	3		
1.2.4	8.4.4	Company and Head Office overhead costs for the duration of	Month	3		
1.2.5		Other time related obligations Contractor to state additional items:				
		(a)	Month	3		
		(b)	Month	3		
		(c)	Month	3		
1.2.6		Health and Safety Obligations				
	App. A 11.3	(a) Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction	Month	3		
	App. A 11.4	(b) Provision of all PPE required to carry out the works for the duration of the project (includes any losses, damage, theft	No.	20		
TOTAL CARRIED FORWARD						

SECTION 1: PRELIMINARY AND GENERAL						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
	App. A	(c) Provision of full time Construction Health and Safety Officer	Month	3		
	11.5					
	App. A	(d) Penalties for non-conformances	No.			
1.2.7		Environmental Management Obligations				
1.2.7.1	App. A	Time related obligations for complying with the requirements of	Month	3		
1.2.7.2		Penalties for non-conformances (R1 000 per occurrence)	No.			
1.2.8.1		EME/QSE Obligations				
	C3.5.1.24	Management of EMEs/QSEs	Month	3		
	8.4.5	Prime Cost / Provisional Sums				
1.2.9		<u>Community Liaison Officer</u>				
		(a) Remuneration for the Community Liaison Officer	PC. Sum	1	R 48 000.00	R 48 000.00
		(b) Overheads, charges and profit on item (a) above	%			
1.2.10		<u>Accommodation & Communications for Employer's Agent</u>				
		(a) Accommodation for the Employer's Agent's Site staff in Jeffreys Bay	PC. Sum	1	R 30 000	R 30 000.00
		(b) Cell phone calls while on site	PC. Sum	1	R 18 000	R 18 000.00
		(c) Overheads, charges and profit on item (a) & (b) above	%			
1.2.11	C3.5.1.23	<u>Acceptance Testing by the Employer's Agent</u>				
		(a) ,Acceptance testing as ordered in writing by the	PC. Sum	1	R 18 000	R 18 000.00
		(b) ,Overheads, charges and profit on item (a) above	%			
1.2.12	8.8.4	<u>Existing Services</u>				
		(a) Detection using specialised equipment and relocation /	PC. Sum	1	R 150 000	R 150 000.00
		(b) Overheads, charges and profit on item (a) above	%			
1.2.13		<u>Variation in Rates Between Principal Contractor and EME/QSE</u>				
	C3.5.1.25	Provisional Sum for the Variation in Rates	Prov. Sum	1	R 800 000.00	R 800 000.00
1.2.14	PSA 8.4.6	In terms of Subclause 5.12.2.4 and Clause 9.1.4 of the				
		(a) Plant	Sum			
		(b) Labour	Sum			
		(c) Supervision	Sum			
		(d) Other	Sum			
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 2: SITE CLEARANCE						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
2		SECTION 2: SITE CLEARANCE				
2.1	SANS 1200 C	SITE CLEARANCE as specified in SANS 1200 c and in the Scope of Work				
2.2	PSC 8.2.1 PSC 5.1	Clearing and Grubbing: (for roads, pipelines, channels and berms)	m2	2080		
2.3	PSC 8.2.10	Remove Topsoil to a Nominal Depth of 150mm (only where ordered) (a) and stockpile (b) and spoil	m³ m³	20 20		
2.4		Breaking and disposal of existing items (Miscellaneous)				
	PSC 8.2.11	Breaking and disposal of existing bituminous surfacing	m²	2080		
	PSC 8.2.12	Breaking and disposal of existing unreinforced concrete	m³	20		
	PSC 8.2.13	Breaking and disposal of existing reinforced concrete	m³	5		
	PSC 8.2.14	Breaking and disposal of existing masonry structures	m³	20		
	PSC 8.2.15	Saw cutting premix to full depth of surfacing	m	2080		
2.5	PA PA 9	Trimming of the Site Trimming of the site complete in terms of Particular Specification PA inclusive of reinstating owners verges	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 3: DAYWORKS						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
3	SANS 1200 A	SECTION 3: DAYWORKS				
3.1	8.7	Construction Plant				
		i) Tipper Truck (10 m ³)	hr	24		
		ii) Tractor Loader Backhoe (min. 45 kW)	hr	48		
		iii) Pedestrian Roller (Bomag 90)	hr	12		
		iv) Grader (140G)	hr	8		
		v) TLB (4x4)	hr	48		
		vi) Pneumatic Roller (min 18 ton)	hr	48		
		vii) Pedestrian type vibrating roller (Bomag BW65H or	hr	4		
		viii) Bobcat	hr	8		
		ix) Flatbed Truck (8 ton) with crane capacity (Min 3 ton with 4m reach)	hr	48		
		x) Truck (3 ton with dropsides)	hr	48		
		xi) Breakers and compressor combination	hr	48		
		xii) Revolving drum type concrete mixer - minimum capacity	hr	8		
		xiii) AVR Generator with Small tools	hr	48		
		xiv) Water pump	hr	48		
		xv) Vacuum tanker	day	2		
3.2	8.7	Labour				
		a) Artisan	hr	60		
		b) Foreman	hr	45		
		c) General Worker	hr	350		
3.3	8.4.5	Materials				
		a) Additional Materials ordered by the Employer's Agent.	Prov. Sum	1	R 180 000.00	R 180 000.00
		b) Contractors mark up on item 3.3 (a) above	%			
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 4: TEMPORARY WORKS: TRAFFIC ACCOMODATION						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
4	SANS 1200 A	SECTION 4: TEMPORARY WORKS: TRAFFIC ACCOMODATION				
4.1	8.8.1	Main Access Road to Works	Sum	1		
4.2	8.8.2	Dealing with traffic a) One way traffic control b) Allow access to properties c) Barricading of trenches d) All other thrafic requirements	month month month month	3 3 3 3		
4.3	PSA 8.8.4	Existing services:				
4.3.1		(a) Excavate by hand in soft material to expose all existing services	m³	150		
4.3.2		(b) Temporary protection of existing services exposed in (a) above and not covered under 4.4	No.	50		
4.4	1200 DB 8.3.5a	Existing services that intersect or adjoin a trench <u>Services that intersect a trench:</u> Underground cables Overhead cables Water mains Sew er mains Stormw ater pipelines Fibre/ADSL lines	No No No No No No	50 100 18 15 13 37		
	8.3.5 b	<u>Services that adjoin a trench:</u> Underground cables Overhead cables Water mains Sew er mains Stormw ater pipelines Fibre/ADSL lines	m m m m m m	500 50 131 64 15 16		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 5: RISING MAINS						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
5		SECTION 5: RISING MAINS				
	SANS 1200	EARTHWORKS (PIPE TRENCHES):				
5.1	8.3.2	Excavation				
5.1.1	8.3.2 a PSDB 8.3.2 (a)	Excavate in all materials for trenches, backfill, compact and dispose of surplus material at approved disposal sites inclusive of over haul for the following pipes: <u>Diameters between 200 mm and 450mm for depths:</u>				
5.1.1.1		Over and Up to 0,0 m 1,5 m	m	10		
5.1.1.2		1,5 m 2,0 m	m	650		
5.1.1.3		2,0 m 2,5 m	m	390		
5.1.2	8.3.3.3	Additional compaction in road reserves and walk ways	m³	1461		
5.1.3	8.3.2b	Extra over items 8.1.1 to 8.1.5 for hard rock excavation	m³	150		
5.1.4	8.3.2c	Excavate and dispose of unsuitable material from trench	m³	150		
5.2	8.3.3	Excavation ancillaries:				
5.2.1	PSDB 8.3.3.1	Make up deficiency in backfill material:				
5.2.1.1		By importation from commercial or off-site sources selected by the Contractor:	m³	100		
5.3	SABS 1200	Bedding (Pipes) as specified in SABS 1200 LB and in the Scope of Work				
5.3.1	8.2.1	<u>Provision of bedding from trench excavation:</u>				
5.3.1.1		(a) Selected granular material	m³	30		
5.3.1.2		(b) Selected fill material	m³	30		
	8.2.2	<u>Supply only of bedding by importation:</u>				
5.3.2	8.2.2.1	From other necessary excavations:				
5.3.2.1		(a) Selected granular material	m³	10		
5.3.2.2		(b) Selected fill material	m³	10		
5.3.3	8.2.2.3	From commercial sources:				
5.3.3.1		(a) Bedding	m³	109		
5.3.3.2		(b) Blanket	m³	654		
5.3.3.3		(c) 6.7mm concrete stone to SABS 1083	m³	25		
5.4	1200DB 8.3.6	Finishing				
5.4.1		a) Replace subbase layerw orks w ith G5 material from excavations	m³	164		
5.4.2		b) Replace base layerw orks w ith imported G2 material from commercial sources	m³	164		
5.4.3		c) Reinstate road surface w ith 40mm hot asphalt continuously graded	m²	1092		
5.4.4		d) Reinstate kerbing and channelling from commercial sources where required in roadw ays	m	350		
5.4.5		e) Reinstate sunken kerbs from commercial sources to match existing where	m	800		
5.4.6		f) Reinstate paved w alk w ays/drivew ays w ith stockpiled pavers that had been removed	m²	250		
5.4.7	SANS 1200 MJ	g) Reinstate paved w alk w ays/drivew ays w ith pavers from commercial sources matching existing	m²	250		
TOTAL CARRIED FORWARD						

SECTION 5: RISING MAINS						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
5.5.	SANS 1200	Cutting units to for edge restraints				
5.5.1		i) Radius of 10m	m	100		
5.5.2		ii) Straight	m	500		
	8.2.4	Rolling to lock-up condition as specified	m2	500		
5.6	SABS 1200 L	Rising Mains				
		as specified in SABS 1200 L and in the Scope of Work				
5.6.1	8.2.1	<u>Supply, lay and bed pipes (complete w ith couplings):</u>				
5.6.1.1		450mm diameter class 12 uPVC	m	525		
5.6.2.2		450mm diameter class 12 HDPE, inclusive of all buttw elding	m	525		
5.7	8.2.2	Pipe Specials				
5.7.1		<u>uPvc pressure bends</u>				
5.7.1.1		450 mm - 90 deg		2		
5.7.1.2		450 mm - 45 deg		5		
5.7.1.3		450 mm - 22.5 deg		3		
5.7.1.4		450 mm - 11.25 deg		1		
5.8	PSL 8.2.16	Supply, paint, & install precast concrete valve marker posts - include stencilling	No.	4		
5.9	8.2.11	Anchor/Thrust Blocks.				
5.9.1		Concrete 20/19 grade	m³	25		
5.10		Dealing with asbestos cement pipes				
5.10.1	SABS L 8.2.8	Provisional sum to recover old asbestos cement pipes, valves and fittings only under direct instruction from the Employer's Agent.	PC. Sum	1	R 500 000.00	
5.10.2		Overheads, charges and profit on item 5.10.1 above	%			
5.11	PSL 8.2.17	Tie-ins to exisitng waterline				
		Connections into existing pipe lines (stainless steel fittings)				
5.11.1		to pumpstaion (La Mer)	Prov Sum	1	R 90 000.00	
5.11.2		to exisiting lines (250mm diameter)	Prov Sum	1	R 90 000.00	
5.12	PSL 7.3.1	Testing of Pipeline				
5.12,1		Testing of Pipeline at 200m (incremental) section lenghts	m	1060		
TOTAL CARRIED FORWARD						

SECTION 5: RISING MAINS						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
5.13		Air Valve pipework <u>Refer to Drawing 2021-003/009</u> All valves, pipes, fittings and flanges to be rated PN16				
5.13.1		450 mm dia Viking Johnson flange adaptors	No	4		
5.13.2		450mm dia. X 80mm dia. flanged reducing tee (grade 304 stainless steel)	No	2		
5.13.3		80mm dia flanged RSV valve w ith rising spindle and hand w heel (AVK or similar approved)	No	2		
5.13.4		80mm dia double orifice air valve (Ventomat RBX or similar approved)	No	2		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 6: LANDSCAPING						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
6	Particular Spec. PA	SECTION 6: LANDSCAPING				
6.1		Scarify by hand on verges	Ha	0.42		
6.2		Provide and apply top soil obtained from commercial	m³	60		
6.3		Test to determine the amount and type of fertiliser	Sum	1		
6.4		Grassing				
6.4.1		Provide grass sods	m2	500		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 7: TRAINING AND DEVELOPMENT						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
7	App D	SECTION 7: TRAINING AND DEVELOPMENT				
7.1		Sums Provisionally Stated by the Employer's Agent				
7.1.1		Provision of Accredited Training				
7.1.1.1	D3.1.1	Conducting of skills audit and the development of a training plan	Prov. Sum	1	R 60 000.00	
7.1.1.2	D3.1.2	Overheads, charges and profit on item 10.1.1.1	%			
7.1.1.3	D3.1.3	Presenting accredited training course for Local Labour/EME/QSEs	Prov. Sum	1	R 350 000.00	
7.1.1.4	D3.1.4	Overheads, charges and profit on item 10.1.1.3	%			
7.1.1.5	D3.1.5	Provision of a training venue	Prov. Sum	1	R 65 000.00	
7.1.1.6	D3.1.6	Overheads, charges and profit on item 10.1.1.5	%			
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 8: ROADWORKS						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
8		SECTION 8: ROADWORKS				
8.1	SANS 1200 MG	SLURRY SEAL				
8.1.1		SINGLE SEAL				
8.1.1.1	8.4.10	Apply Fog Spray with MC 30	m²	5364		
8.1.1.2		Tack coat using 30% cationic emulsion	m²	5364		
8.1.1.3	8.4.5	Apply 13.2mm/19mm Stone Chips	m²	5364		
8.1.1.4		Apply fog spray and cover with single slurry seal	m²	5364		
8.1.1.5	8.4.6	Variation in application rate of Bitumen	litre	10750		
8.2		POTHOLES				
8.2.1		Restricted excavation up to 1 m deep as directed and compact insitu material to 93 % Mod ASSHTO Density and spoil with freehaul distance of 1km for the following areas:				
8.2.1.1		up to 5m2	m²	300		
8.3		Road Markings				
8.3.1		Thermoplastic paint with glass beads as per PSMM 5, 7, 8 & 9				
8.3.1.1		(a) White lines (unbroken) 100mm wide	km	0.5		
8.3.1.2		(b) White lines (broken) 100mm wide	km	1.1		
8.3.1.3		(c) Yellow lines (unbroken) 100mm wide	km	0.8		
8.3.1.4		(d) White lines characters and symbols	m²	50		
8.3.1.5		(e) Yellow lines characters and symbols	m²	30		
8.3.1.6		(f) Traffic island markings (any colour)	m²	50		
8.3.2		Setting out / Premarking				
8.3.2.1		(a) Lines	km	1		
8.3.2.2		(b) Special markings - including islands, lettering, symbols and characters	No.	8		
TOTAL CARRIED FORWARD TO SUMMARY						

C2.3 SUMMARY OF THE BILL OF QUANTITIES**AUGMENTATION OF SEWER RISING MAINS FROM LA MER SEWER PUMPSTATION - PHASE 1****SUMMARY OF THE BILL OF QUANTITIES**

SECTION 1: PRELIMINARY AND GENERAL	R
SECTION 2: SITE CLEARANCE	R
SECTION 3: DAYWORKS	R
SECTION 4: TEMPORARY WORKS: TRAFFIC	R
SECTION 5: RISING MAINS	R
SECTION 6: LANDSCAPING	R
SECTION 7: TRAINING AND DEVELOPMENT	R
SECTION 8: ROADWORKS	R

SUB TOTAL- A R

App. G10.2	ADD Mark-up on the Value of Work Carried out by EME/QSEs	
	25% OF SUBTOTAL - A (A X 0,3)	Markup on EME/QSE work
SUB TOTAL B	R%

R

SUB TOTAL A +B R

ADD 15% VALUE ADDED TAX R

AMOUNT CARRIED TO FORM OF OFFER AND ACCEPTANCE R

Notes:

- Contract Price is not subject to Contract Price Adjustment (Clause 6.8.2 of the Conditions of Contract).
- The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

CONTRACT

PART 3 (OF 4): SCOPE OF WORK

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.1: DESCRIPTION OF THE WORKS

STATUS

In the event of any discrepancy between the Scope of Work and any part of the SABS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Scope of Work shall take precedence and prevail in the Contract.

C3.1.1 EMPLOYER'S OBJECTIVES

The objective of the Employer (Kouga Local Municipality) is to upgrade the existing sewer rising main from La Mer Pump Station to the Jeffreys Bay Wastewater Treatment Works.

C3.1.2 OVERVIEW OF THE WORKS

The project comprises the construction of new 450mm diameter Class 12 uPVC rising main from La Mer Pump Station to Pumpstation 4A and from 4A to Pumpstation 4B and finally from 4B to the Jeffreys Bay Wastewater Treatment Works. This Contract **(Phase 1) ONLY** deals with the rising main from La Mer Pumpstation to Pumpstation 4A. The proposed rising main is approximately 1040m in length and will be laid within the left-hand edge of the roadway. This will involve the saw cutting and excavation of existing asphalt and layerworks. The new pipeline will need to be tied in at La Mer pumpstation and to the existing pipeline (refer to C3.1.9). The pipeline will start at La Mer pumpstation and continue along Duine Street then along Pell Street to which it will turn into Prospect Street and finally turn into Koraal Street until the second tie-in point. Upon completion of the pipeline installation the road surfaces of Duine, Pell and Prospect Street will be resealed and furnished with road markings. **NOTE: the Client may decide to vary the route of the pipeline.**

C3.1.3 EXTENT OF THE WORKS

The works will take place within Jeffreys Bay. The Scope of this Contract includes:

- Site Establishment
 - The appointed civil engineering contractor must establish his site camp which could include offices, workshop, stores, ablutions etc. The position of the site camp will be agreed with the Engineer and Employer. The Contractor is solely responsible for sourcing and acquiring his site camp by his means.
- Services The Contractor is to verify the position of all services with the relevant authorities.
- Construction of 1040m of 450mm diameter uPVC Class 12 rising main pipeline and ancillary fittings, structures, **NOTE: The quantities in the Pricing Schedule has been split between uPVC and HDPE pipe for the purpose of pricing. The Client reserves the right to choose which one of the materials are to be used and this will be applicable for the full length of the pipeline. No rates adjustment will be allowed because of this.**
- Connections before and after pump stations.
- Resealing surfacing on Duine, Pell Street and Prospect Street.
- Road Marking of the above-mentioned roads upon completion of Seal.

The scope of work listed above is not necessarily complete and shall not limit the work to be undertaken by the Contractor. For a more detailed description of the works, as well as estimated quantities associated with the respective activities, refer to the tender drawings and the bill of quantities.

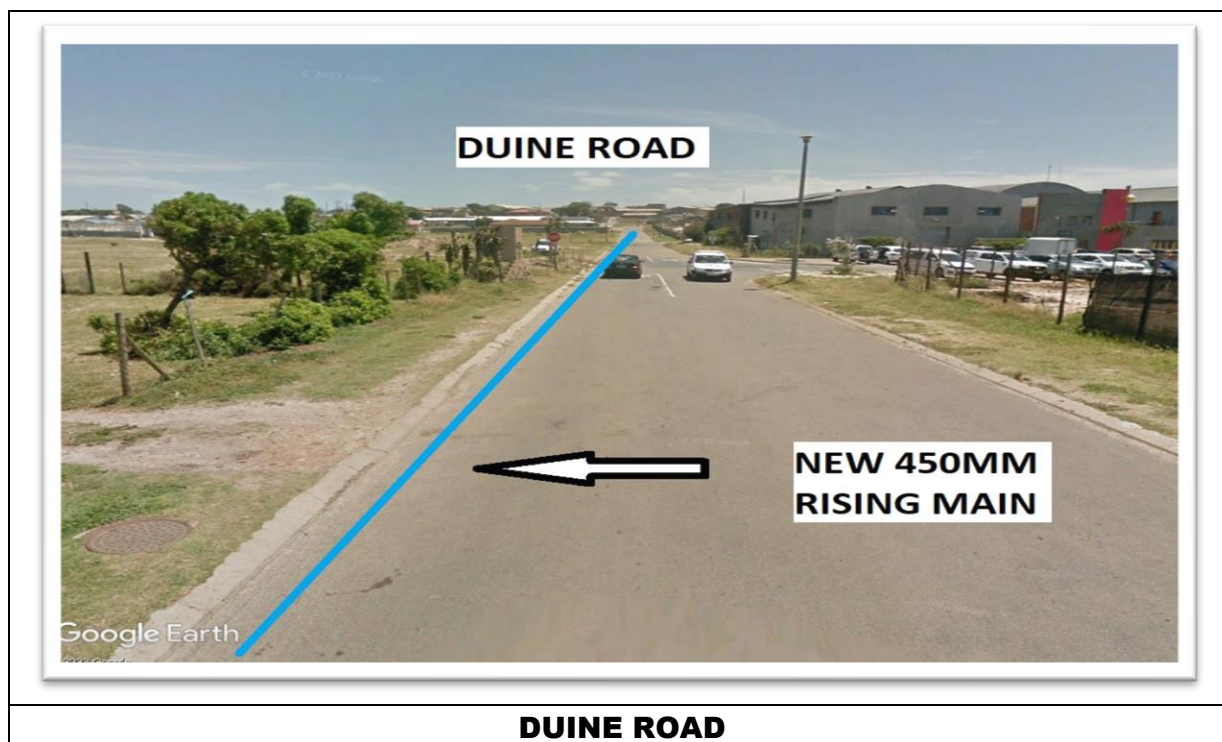
C3.1.4 LOCATION OF THE WORKS

The area of works is situated in the town of Jeffreys Bay in the Eastern Cape Province. The co-ordinates for the starting area are 34°03'27.00"S and 24°55'23.00"E. The location of the site is indicated on the locality plan shown below.



C3.1.4.1 SITE INFORMATION

The below images show the positioning of the proposed new rising main.





INTERSECTION OF DUINE & JEFFREYS ST



INTERSECTION OF DUINE & PELL ST



INTERSECTION OF PELL & PROSPECT ST



INTERSECTION OF PROSPECT & KORAAAL ST

C3.1.5 TEMPORARY WORKS

No temporary works are envisaged in the current design and planned execution of the works except if the Contractor wants to incorporate it as part of his work method. The Contractor's attention is however directed to:

- Locating, dealing with and protection of existing services.
- Dealing with and accommodation of traffic.
- Providing access to erven and properties without disruptions
- The requirements, principals and responsibilities specified within the various specifications contained under the Contract Part 3: Scope of Works.

C3.1.6 EXISTING SERVICES

The Contractor shall ensure that the position of all existing services affected by the works have been verified before construction works commences. The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any portion of the Works and shall exercise the greatest care when working in the vicinity of such services.

Should it be necessary to lower or relocate a service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to inform the engineer accordingly.

C3.1.7 PROVIDING ACCESS TO PRIVATE PROPERTIES, BUILDING AND FACILITIES

Access to properties, buildings and businesses must be provided by the Contractor at all times during the course of the contract. The Contractor shall provide suitable provision for pedestrians and vehicles to maintain such access. Such temporary access shall be in the form of portable bridges, temporary backfill or other approved means and shall always allow for the safe passage of vehicles, pedestrians and goods. The Contractor shall be responsible for maintaining such crossings and removing the same when they are no longer required.

The full extent of all areas in which plant and personnel are operating shall be at all times be clearly demarked and barricaded to prevent access by members of the public.

C3.1.8 ACCOMMODATION OF TRAFFIC

The Contractor should note that no existing roads or traffic lanes may be closed to traffic without prior written permission of the Engineer and the approval of the KLM and or the Municipal Traffic Engineer's office.

Every effort shall be made by the Contractor to keep disruption of existing traffic and pedestrian movements to the absolute minimum during construction. Where existing roads are used, they shall be protected from damage by construction traffic and repaired where instructed by the Engineer.

The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.

It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority.

Work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Saturday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Saturday, inclusive.

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

Failure to maintain road signs, warning signs or flicker lights, and the like, in good condition shall constitute ample reason for the Engineer to bring the works to a stop until the road signs, etc., have been repaired / reinstated to his satisfaction.

The Contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of

the South African Road Traffic Signs Manual (SARTSM).

The Contractor shall submit proposals in connection with all signs and accommodation of traffic to the Engineer for approval.

C3.1.9 TIE-INS TO EXISTING

The Contractor is required to complete two tie-ins to the existing line. The first will be at La Mer Pumpstation while the second will be at approximately km 1+040. The Contractor will be required to expose both tie-in points in order for The Engineer to inspect and provide the list of fittings required for the tie-in to The Contractor. Due to the existing rising mains being fully operational, the tie-in will need to be scheduled and performed in a limited time window at night between 12:00am and 05:00am (when flows are at the lowest). The Contractor is required to submit a 2-week notice, prior to commencement, inclusive of a detailed method statement and works schedule for approval to the Engineer and the Municipal Department.

The Contractor is to liaise with the municipality to coordinate the connections. To this end various meetings and discussions over their proposed method statement will be required. No work may commence until the necessary approvals for the method statement has been received. The Contractor is required to include the tie-ins within his programme.

C3.2: ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Concept, feasibility and overall process	Employer's Agent
Basic engineering and detail layout to tender stage	Employer's Agent
Final design to approved for construction stage	Employer's Agent
Temporary works	Contractor
Preparation of as-built drawings & GIS information	Contractor/Employer's Agent

C3.2.2 DESIGN PROCEDURES

The Contractor shall take all statutory requirements, as well as the Site-Specific Health and Safety Specification and Basic Risk Assessment (refer to particular specification PB) into consideration when designing the Temporary Works.

C3.2.3 DRAWINGS

The drawings are listed under **Appendix B**, which are bound at the back of the document.

C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

Refer to Clauses 5.11.1, 5.11.7 and 5.11.8 of the Tender Data and Form 1G: Form MBD 6: Preference Points Claim form in terms of the Preferential Procurement Regulations 2011 (80/20 version) of the Tender Data.

C3.3.1.2 Resources Standards pertaining to targeted procurement

Tenders will be evaluated in terms of the Employer's Procurement Points system. The criteria for allocation of procurement points are stated in Clauses 5.11.7 and 5.11.8 of the Tender Data.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The Contractor shall note that the Employer is committed to local Emerging Enterprise development and this forms part of this.

The sub-contracting of work is required for all CIDB-related projects in the following ranges:

- a) R 5M>, but < R 10M requires Bidder to sub-contract 10% of the value of the project
- b) R 10M >, but < R 15M requires Bidder to sub-contract 15% of the value of the project
- c) R 15 M>, but < R20 requires Bidder to sub-contract 20% of the value of the project
- d) R 20 M >, but < R 25M requires Bidder to sub-contract 25% of the value of the project
- e) R 25 > requires Bidder to sub-contract 30% of the value of the project

IV. The sub-contracting value will be based on the estimated value of the project either determined by the director or project manager. Where the successful bidder's price falls within any other range, the sub-contracting range included in the Bid Document will be applied.

V. The municipality may include sub-contracting for any other none CIDB related project as may be requested by the Director of the Department to promote local development.

VI. Community Based Suppliers or service providers/ward-based suppliers or service providers must be considered for subcontracting by the main contractor. The first preference for subcontracting must be given to community or ward-based suppliers of that particular ward where the project is taking place. If the required skill or expertise is not available from the ward / area where the project is taking place, the main contractor is permitted to accept service provers or suppliers within the KLM jurisdiction. Those service provider or suppliers would then contract directly with the main contractor.

It is the Employer's intention for the Contractor to enter in a subcontract with a local Emerging Enterprise/s, where twenty five percent (25%) of the work shall be subcontracted in accordance with the subcontracting procedures referred to in this scope of work who are registered with the CIDB with a Contractor Grading Designation of 1-3 in an appropriate class of construction work.

C3.3.2.2 Preferred subcontractors / suppliers

Local Emerging Enterprises registered on the Kouga Local Municipality Database and/or nominated by the municipality.

C3.3.2.3 Subcontracting procedures

All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

Subcontractors shall comply in full to all aspects of the Contract.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Subcontractors shall comply in full, to all aspects of the Contract.

C3.3.2.4 Attendance on subcontractors

The Contractor shall guide, assist, advise and mentor the local EE subcontractor/s and guidance on how to establish and determine rates.

The Contractor shall be responsible for ensuring that the prospective local EE subcontractor/s fully comprehend the:

- Implications of the liabilities and responsibilities inherent in the contract into which the tenderer entered.
- Implications of the tendered rates.
- Scope and extent of the Works.
- Proper procedures for the submission of a tender.
- Procedures and basis on which tenders will be evaluated and awarded.

The Contractor shall closely manage, mentor, supervise, guide and assist the EE in all aspects of management, planning, execution and the completion of work.

The above shall include inter alia, but is not limited to, the following:

- (i) Planning and programming of the Works.
- (ii) The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
- (iii) Labour relations and employment.
- (iv) Monthly measurements, costing and invoicing.
- (v) General safety, occupational health and safety matters.
- (vi) Functions of civil engineering infrastructure, structures, services and systems.
- (vii) Interpreting and understanding the contract.
- (viii) Construction and maintenance methods and procedures.
- (ix) Communication.
- (x) Cash-flow control, submitting invoices and payment certificates.
- (xi) Planning, programming, scheduling, critical path control and acceleration.
- (xii) Maintenance planning.
- (xiii) Material procurement and control.
- (xiv) Risk limitation and management.
- (xv) Quality assurance and procedures.
- (xvi) Compliances with all applicable laws, regulations, statutory provisions and agreements.
- (xvii) General Conditions of Contract and Contract Data.
- (xviii) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
- (xix) Profit and loss.
- (xx) Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant EE and should be so directed as to enable the EE to achieve the successful execution and completion of the respective works.

C3.3.3 SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) outcomes was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D-D_0)}{(100)} \times N_A$$

Where D = tendered Contractor participation goal percentage.

D₀ = the Contract Participation Goal, which the Employer's Representative based on the credits passed, certifies as being achieved upon completion of the contract.

N_A = Net Amount of the Tender

P = Rand value of penalty payable.

The penalties will be calculated with each certificate, based on the information provided under the monitoring indicated in clause C3.3.4 below.

C3.3.4 MONITORING / REPORTING

The reporting requirements below will be adhered to.

CPG attainment will be monitored on a monthly basis, and for this the Contractor will supply the relevant information at a time set by the Employer's Agent.

C3.3.4.1 The Contractor shall submit all the documentation required in terms of details of his plan to achieve CPG, compliance with the contract and C3.3.4.2 timeously and, together with his programme of activities, a schedule which indicates clearly the expected commencement and completion dates of work and services to be performed by all the targeted enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the Contractor whenever a change in date occurs.

C3.3.4.2 The Contractor shall prepare and attach to his claim for payment, in a form approved by the Employer, the following:

a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis;

b) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions;

C3.3.4.3 Should random inspections conducted by the Employer's Agent on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this part, the Contractor shall provide, in addition to the requirements of C3.3.4.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the Employer's Agent.

C3.3.4.4 The Employer's Agent shall certify the value of the credits counted towards the contract participation goal whenever a claim for payment is issued to the employer and shall notify the Contractor of this amount.

C3.3.4.5 The Contractor shall, upon completion of each individual targeted enterprise's contract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprise, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish reasons to the Employer whenever it is not possible to obtain such counter certification.

C3.3.5 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED EEs

(1) Dispute Avoidance and Resolution Procedures

The Contractor shall at all times

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the EE subcontractor concerned.
- (b) closely monitor all EE subcontracts and issue reasonable warnings when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall give EEs reasonable opportunity to avoid or make good any such contravention.

When taking any disciplinary actions or imposing any penalties provided for in the subcontract, the Contractor shall explain fully that such actions are in accordance with the conditions of subcontract.

Should any dispute arise between the Contractor and an EE, such dispute shall be resolved in accordance with the provisions of the subcontract.

Should an EE subcontractor be terminated, the Contractor shall replace such subcontractor with a local EE subcontractor listed on the KLM database.

(2) Quality of Work and Performance of EE subcontractors

If, in the opinion of the Employer's Agent, an EE Subcontractor fails to comply with any of the criteria listed below, he/she shall issue a written warning to the Contractor stating all the areas of non-compliance.

- (a) Acceptable standard of work as set out in the subcontract specifications.
- (b) Progress in accordance with the time constraints in the subcontract.
- (c) Site safety.

The circumstances that may warrant the issue of a written warning are, however, not limited to those listed above.

A copy of the letter of warning shall be forwarded to the Employer.

C3.3.6 ISSUING OF COMPLETION CERTIFICATE

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the EE a Certificate of Completion co-signed by the Employer's Agent and a senior representative of the Contractor who has been duly authorised to do so.

C3.3.7 MEASUREMENT AND PAYMENT

No direct payment will be made for the cost of dealing with EE's. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract.

C3.4: CONSTRUCTION

C3.4.1 WORKS SPECIFICATION

C3.4.1.1 Applicable SANS standards

The applicable SABS 1200 Standardised Specifications for Civil Engineering Construction read in conjunction with the SABS 0120 Code of Practice for use with standardised specifications for Civil Engineering Construction and Contract Documents will apply until such time as the SANS standards for civil engineering are finalised.

C3.4.1.2 Other standards

Not applicable.

C3.4.1.3 Applicable national and international standards

For the purpose of this Contract the latest issues of the following Standardized Specifications for Civil Engineering Construction, applicable at the date of the tender advertisement shall apply:

SANS 1200 A	-	General
SANS 1200 C	-	Site Clearance
SANS 1200 DB	-	Earthworks (Pipe trenches)
SANS 1200 M	-	Roadworks
SANS 1200 GA	-	Concrete (Small Works)
SANS 1200 L	-	Medium-Pressure Pipelines
SANS 1200 LB	-	Bedding (Pipes)
SANS 1200 LK	-	Valve Installations
SANS 1200 ME	-	Subbase

Notes to tenderer:

1. Should any variation and/or addition conflict with the requirements of the standardized specification, the variation or addition will prevail.
2. The term “project specifications” appearing in any of the SANS1200 standardised specifications must be replaced with the term “scope of work”.
3. The General Conditions of Contract applicable to this contract are the “Conditions of Contract for Construction Works (3rd Edition) 2015” published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract form part of the contract.
4. The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), and “Pricing Schedule” are synonymous.

The variations and additions to the specifications are listed in C3.4.11.

In addition, the following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also bound in the Scope of Work.

C3.4.1.4 Particular/Generic Specifications

The particular and/or generic specifications listed below are applicable to this contract. These specifications are also bound into this document.

PA
PD

Environmental Management
Health and Safety Specifications

C3.4.1.5 Certification by recognised bodies

Not applicable

C3.4.1.6 Agreement certificates

Not applicable.

C3.4.2 PLANT AND MATERIALS

C3.4.2.1 Plant and materials supplied by the employer

The Employer will not supply any plant or materials on this contract. The Contractor shall provide all plant and materials.

C3.4.2.2 Materials, samples and shop drawings

Materials or work, which does not conform to the approved samples submitted in terms of Clause 7.4 of the Conditions of Contract, will be rejected. The Employer's Agent reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such test conducted by or on behalf of the Employer's Agent, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Clause 7.1 of the Conditions of Contract, be for the Contractor's account.

C3.4.3 CONSTRUCTION EQUIPMENT

C3.4.3.1 Requirements for equipment

All construction plant and equipment used on this contract shall be in good working order, well maintained, of adequate size and fit for purpose. No plant or equipment that leaks oil, fuel or hydraulic fluids may be used on site.

Any plant or equipment that, in the opinion of the Employer's Agent, is not of adequate size or fit for use shall be removed from the site and replaced with acceptable plant and equipment, all at the Contractor's cost.

C3.4.3.2 Equipment provided by the Employer

The Employer shall not supply any equipment.

C3.4.4 EXISTING SERVICES

The Contractor shall familiarize himself with all existing services and liaise with all relevant authorities for the location and detection of existing services. The Contractor shall also use all necessary means to locate and expose services without damage to such services. The Contractor shall protect any services which are visible or can be reasonably expected to be in certain positions. If the Employer's Agent rules that the Contractor has negligently damaged services, the Contractor shall pay the amount certified by the Employer's Agent to the Employer. The Employer's Agent ruling shall be final.

If the Employer's Agent rules that the damage was not due to the Contractor's negligence, the Employer shall pay for the repair of the services so damaged. The responsibility shall remain with the Contractor to establish the position of existing services prior to commencing any excavation.

C3.4.5 SITE ESTABLISHMENT

C3.4.5.1 Location of site camp and materials storage area

The Contractor shall establish his Site camp and materials storage area at a mutually acceptable location. Written confirmation of the owner's permission to occupy the chosen location shall also be issued to the Employer's Agent if it falls outside the bounds of the site.

The site of the camp must be kept clean and tidy, and on completion of the works the Contractor shall remove all temporary offices, sheds, etc. and shall reinstate the area to the Employer's Agent and/or the owner's satisfaction.

The Employer shall not provide any services to the site during construction.

The conditions of the EIA RoD will apply to Site Establishment as much as to any other aspect(s) of the Project. The Contractor shall adhere to the conditions as stipulated in the environmental management specification (PA).

C3.4.5.2 Water Supply

The Contractor shall make his own arrangements regarding the supply of water.

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld. The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance.

The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations. All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract.

The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever or for the additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no separate or direct payment of any kind whatsoever will be made for any cost incurred to obtain, distribute, consume and use water or for the provision of a water supply point or for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

C3.4.5.3 Power / Electricity Supply

The Contractor shall make his own arrangements with the Electricity Department for a supply of electricity if required and shall pay establishment and consumption costs at the tariffs ruling at the time.

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations. No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

C3.4.5.4 Sanitary facilities

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, all to the satisfaction of the responsible health authorities in the area of the Site as well as the Employer's Agent.

All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site. The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

The Contractor shall further, as a minimum, supply and maintain chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the Contractor's staff be allowed to use any other toilet facilities in and around the Site.

C3.4.5.5 Accommodation of employees

The Contractor shall make his own arrangements for the accommodation of his employees. Where field accommodation is required, the Contractor shall comply fully with the wishes of the various landowners, as in their agreement with the Employer, to the satisfaction of both land owner and Employer.

C3.4.6 SITE USAGE

Access to site shall be limited to the Contractor and his personnel. The Contractor shall be responsible to control unauthorized entry to the site and shall inform the Employer's Agent of any breach of such rules. The site shall be managed and used for its intended purpose. The Contractor is required to keep a visitors log, and ensure full compliance with site safety standards.

C3.4.7 PERMITS AND WAY LEAVES

The Employer's Agent is responsible for obtaining all necessary permits and way leaves from all relevant authorities.

C3.4.8 FACILITIES PROVIDED BY THE CONTRACTOR

C3.4.8.1 Office for the Employer's Agent

An office for the Engineer is required. The type of office required for the Engineer is specified in PSA 8.3.2.1. Site meetings will be held in the contractors site office.

C3.4.8.2 Sanitary facilities

No latrines are available and therefore the Contractor shall supply portable chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Under no circumstances will the Contractor's staff be allowed to use private or public toilet facilities.

The Contractor shall provide water and soap for his staff to be able to wash with at each site of the Works. The waste water shall be disposed of off-site.

C3.4.8.3 Security on site

The Contractor shall make provision for security on site against theft and robbery, as his sole responsibility. The cost for providing adequate security, as and when required, must be borne by the Contractor.

C3.4.9 FEATURES REQUIRING SPECIAL ATTENTION

C3.4.9.1 Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

C3.4.9.2 Access to properties (where relevant)

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.1 of the Conditions of Contract.

Where applicable and if as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the above, the Contractor may, with the prior approval of the Employer's Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

C3.4.9.3 Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Employer's Agent payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal workings days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent payment certificate will be added to the times allowed to the Employer's Agent in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

C3.4.9.4 Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

C3.4.9.5 Workmanship and quality control

The Employer, the Contractor and the Employer's Agent shall operate and maintain their own individual contract administration and quality assurance systems.

The Contractor shall implement his own Quality Assurance plan for executing the works for compliance with the aforementioned standards and specifications.

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

The cost of supervision and process control, including testing and mix designs carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, mix designs, measurements and levels to demonstrate the achievement of compliance with the Specifications.

i. Contractor to engage services of an independent laboratory.

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Employer's Agent in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Employer's Agent or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Employer's Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in

which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

ii. Additional testing required by the Employer's Agent

In addition to the provisions of subclause C3.4.9.5 (i): Contractor to engage services of an independent laboratory, the Employer's Agent shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.9.5 (i), at such times and at such locations in the Works as the Employer's Agent shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employer's Agent, and copies of the test results shall be promptly submitted to the Employer's Agent.

iii. Costs of testing

(a) Tests in terms of subclause C3.4.9.5 (i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.9.5 (i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.9.5 (i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Employer's Agent

The costs of any additional tests required by the Employer's Agent in terms of subclause C3.4.9.5 (i) Additional testing required by the Employer's Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.4.9.6 Public Safety

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.4.9.7 Sand and Dust Control

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

C3.4.9.8 Employment of local labour

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

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

C3.4.10 EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

A claim for extension of time in respect of delays suffered by the Contractor in consequence of abnormal wet climatic conditions will be considered by the Employer's Agent in terms of Clause 5.12 of the Conditions of Contract and in accordance with provisions set out hereunder.

For the purposes of extension of time, a delay caused by abnormal wet climatic conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the Contractor's working programme as approved in terms of Clause 5.6 of the Conditions of Contract has been brought to a halt.

Unless it is customary to carry out the work, in respect of which a delay was suffered, by rotary shifts or by day and by night, only delays to critical path items experienced as a result of wet climatic conditions during normal working hours (as defined in Clause 5.8 of the Conditions of Contract) will be taken into account for extension of time. This will apply notwithstanding the fact that a delay may have occurred on a portion of the Works on the critical path due to wet climatic conditions, which work was being executed outside the said normal hours with the permission of the Employer's Agent, granted in terms of Clause 5.8 of the Conditions of Contract.

The Contractor shall make due allowance within his programme submitted in terms of Clause 5.6 of the Conditions of Contract, for the total delay to work items on the critical path resulting from normal wet climatic conditions. The specified allowances for this Contract are defined in Clauses 24-26 of the Contract Data.

Extension of time, if granted by the Employer's Agent, will be determined as the aggregate number of normal working hours for which all progress on the item or items on the critical path was brought to a halt as a result of wet climatic conditions, less the number of normal working days specified in Clause 5.12 of the Contract Data.

In determining the revised Due Completion Date of the Contract, the Employer's Agent shall add the equivalent number of normal working days delay determined in accordance with this Clause and all intervening normal non-working days to the prevailing Due Completion Date.

C3.4.11 VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

The following variations and additions to the SABS 1200 Standardized Specifications referred to shall apply to this Contract (full specifications added below):

- PSA - GENERAL
- PSC - SITE CLEARANCE
- PSDB - EARTHWORKS (PIPE TRENCHES)
- PSDM - ROADWORKS
- PSGA – CONCRETE (SMALL WORKS)
- PSL - MEDIUM PRESSURE PIPELINES
- PSLB - BEDDING (PIPES)
- PSLK - VALVE INSTALLATIONS. (SPEC LK)
- PSME - SUBBASE

The prefix "PS" indicates an amendment to SABS 1200. The prefix "PSA" indicates an amendment to SABS 1200 A, "PSDB" to SABS 1200 DB and so on. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

An asterisk (*) placed next to a PS Subclause number denotes the inclusion of an additional Subclause for which no equivalent appears in SABS 1200.

The term “project specifications” appearing in any of the SABS 1200 Standardized specifications must be replaced with the term “Scope of Work”.

Further to the above it should be noted that where in a specific Standardized Specification reference is made to a Subclause in another Standardized Specification, any amendment or addition to the Subclause referred to, as provided for in the Specification, shall apply. The aforementioned shall also apply with respect to Clauses referred to in a Particular Specification.

PSA GENERAL

PSA 1 SCOPE

Replace the contents of Clause 1.1, including the notes, with the following:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

In the opening phrase, insert the words: "the definitions given in the Conditions of Contract and" between the words "specification" and "the following".

a) General

Add the following definitions:

"General Conditions and Conditions of Contract. The General Conditions of Contract specified for use with this Contract as amended in the Contract Data.

Specified As specified in the Standardized Specifications, the Drawings or the Scope of Work. "Specifications" shall have the corresponding meaning."

c) Measurement and payment

Replace the definitions for "Fixed charge", "Time-related charge" and "Value-related charge" with the following:

"Fixed charge. A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

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

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

PSA 2.4 ABBREVIATIONS

a) Abbreviations relating to standard documents

Add the following abbreviation:

"CKS: SABS Co-ordinating Specification."

PSA 3 MATERIALS

PSA 3.1 QUALITY

Where applicable, materials shall bear an official standardization mark.

Add the following:

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

"PSA 3.3* ORDERING OF MATERIALS

The quantities set out in the Bill of Quantities have been carefully determined from calculations based on data available at the time of its compilation, but are to be considered as approximate quantities only. Before ordering materials of any kind the Contractor shall be solely responsible for determining, from the Drawings issued or approved by the Employer's Agent for construction purposes, the actual quantities of materials required for the execution of the Works. No liability or responsibility whatsoever shall be attached to the Employer or the Employer's Agent in respect of materials ordered by the Contractor except when ordered in accordance with the Drawings issued or approved by the Employer's Agent for construction purposes."

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT

Replace the contents of Clause 4.1 with the following:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

The Contractor shall at all times and at its own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other Plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

Add the following new paragraph before the existing paragraph in Clause 4.2:

"The Contractor's buildings, sheds and other facilities erected or utilised on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

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

Delete "and first-aid services" in the second paragraph of Clause 4.2 and add the following:

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 15 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

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

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.1 Setting out of the Works

The installed benchmarks shown on the Drawings shall be used by the Contractor for setting out the works.

Add the following paragraph:

"The Contractor shall be required to check and verify, prior to commencement of any construction work, all benchmarks and boundary reference pegs, as shown and detailed on the Drawings. Reference and benchmark

pegs disturbed and/or removed during the construction period shall be replaced by a Professional Land Surveyor and the Contractor shall bear the cost of such replacement. Payment to check and verify the reference and benchmark pegs will be made in terms of PSA 8.8.5."

PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act

Delete from the second sentence "Before the commencement "to" apparently in their correct positions" and replace with the following:

"Immediately on taking over the site, the Contractor, in consultation and liaison with the Employer's Agent, shall search for all pegs and the Contractor shall compile a list of pegs that are apparently in their correct position."

Replace the third sentence of Clause 5.1.2 with the following:

"At completion of the Contract, the Contractor shall expose and mark all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor the replacement of pegs that have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Employer's Agent, a certificate from the Registered Land Surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this Clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of replacement and certification as aforesaid shall be entirely for the Contractor's account, provided always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the Permanent Works ; and
- (b) the Contractor can prove beyond reasonable doubt and to the satisfaction of the Employer's Agent, were disturbed, damaged or destroyed by others beyond its control, and
- (c) were in close proximity to the work and which would unavoidably be removed, subject to the Employer's Agent approval being given to remove such pegs."

PSA 5.2 WATCHING, BARRICADING AND LIGHTING AND TRAFFIC CROSSINGS

Add the following:

"The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993), refer also PSA 5.7, PSA 5.9 and PSA 5.10."

PSA 5.3 PROTECTION OF STRUCTURES

Replace: "Machinery and Occupational Safety Act, 1983, (Act No. 6 of 1983)" with: "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended," and insert the following after "(Act No. 27 of 1956)": "as amended".

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Replace the heading and the contents of Clause 5.4 with the following:

"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Employer's Agent, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work.

Neither the Employer nor the Employer's Agent offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site. No excavation may commence until the position of the service at the crossing point has been marked out and verified by an official of the responsible authority.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Employer's Agent, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the requirements of Clauses 4.4 and 5.1.2.2 of SABS 1200 D (as amended) shall also apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the Site.

All services, the positions of which have been determined as aforesaid at critical points, shall henceforth be designated as "Known Services" and their positions shall be indicated by the Contractor on a separate set of Drawings, a copy of which shall be furnished to the Employer's Agent without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the Site, it shall henceforth be deemed to be a "Known Service" and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the Site shall apply. The Contractor shall notify the Employer's Agent immediately should any such service be encountered or discovered on the Site.

Whilst it is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to:

- (a) Known Services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognisance being taken of such deviations in line and level which may reasonably be anticipated; and
- (b) any other service which ought reasonably to have been a Known Service in accordance with the provisions of this Clause;

as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection; provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

No separate payment will be made to the Contractor in respect of any costs incurred in preparing and submitting to the Employer's Agent, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor's in respect of exposing services at the positions agreed by the Employer's Agent and as described above will be made under the payment items (if any) as may be provided therefore in the respective sections of the Specifications pertaining to the type of work involved.

PSA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Employer's Agent, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Employer's Agent, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Employer's Agent, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service.

No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor, unless approved by the Employer's Agent.

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

PSA 5.7 SAFETY

Replace the contents of subclause 5.7 with the following:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act (Act No 85 of 1993) and associated Regulations as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times; and
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public; and
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times; and
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works; and
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer shall in terms of the Regulations make such inspections on the site, as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Employer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Employer's Agent shall, in accordance with the provisions of Clause 5.11.2 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Employer's Agent in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in

accordance with the provisions of Clause 5.13 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Employer's Agent to act in terms of Clause 9.2 of the Conditions of Contract and for the Employer to terminate the Contract in accordance with the further provisions of the said Clause 9.2."

"PSA 5.9* MAINTAINING SERVICES IN USE

The Contractor shall take note that he shall not cut off any service in use without the prior approval of the Employer's Agent.

Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Employer's Agent to stop the works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor's cost.

No direct payment will be made for the cost of maintaining services in use. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.10* DEALING WITH AND ACCOMMODATING TRAFFIC

The Contractor shall take note that the existing roads and tracks within and to the Sites, shall remain operational throughout the contract period. To this end the Contractor shall provide and maintain all temporary fences, security, barriers, kerb ramps, signs, markings, flagmen, drums, lighting, personnel and all other incidentals necessary to ensure safe and easy passage of all traffic.

Temporary traffic signs etc. as well as all necessary markings shall be erected and maintained by the Contractor and the number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

No direct payment will be made for the cost of dealing with and accommodating traffic. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract. Further, the provision of PSA 5.2 shall apply."

"PSA 5.11* SITE MEETINGS

The Contractor or its authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Employer's Agent, but in any case whenever reasonably required by the Employer's Agent. Unless otherwise indicated in the Contract or instructed by the Employer's Agent, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, and safety etc., shall be discussed, but not matters concerning the day-to-day running of the Contract.

"PSA 5.12* PROVIDING ACCESS TO ERVEN AND PROPERTIES

Access to erven and properties along the route of trenches and roads shall be provided by the Contractor at all times. To this end suitable crossings shall be constructed where required.

Temporary crossings shall be in the form of portable bridges, temporary backfill or other approved means and shall be capable of permitting the safe passage of all vehicles and pedestrians. The Contractor shall also be responsible for maintaining crossings and for removing same when they are no longer required.

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

The Contractor may, with the approval of the Employer's Agent, arrange with the occupiers of the affected properties to temporarily close off a portion of a road, footpath entrance, property access road or other access, provided that the Contractor shall give due notice of the intended closure and its probable duration to the

occupiers and shall as punctually as possible re-open the route at the prescribed time. Where possible, roads shall be made safe and re-opened to traffic overnight. Any such closure shall be an arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

No direct payment will be made for the cost of providing access. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.”

“PSA 5.14* PROTECTION OF LIVESTOCK

From the time of the occupancy of the Site until the date of the Completion Certificate the Contractor shall take all measures necessary for the protection and control of livestock on the sections of the properties affected by his operations. He shall provide gates in existing fences cut by him for the purpose of access and control, and where necessary, to store materials and plant and the Contractor shall ensure that all gates are kept closed during such time as they are not actually in use by his traffic.

Where the Contractor cannot make alternative arrangements, the Contractor shall erect temporary fencing where necessary to protect livestock exposed to straying through his operations. The fencing shall be maintained in good order during construction operations and on completion of the work it shall be removed from the Site and all surfaces restored to the satisfaction of the property owner.

Payment for the protection of livestock, including the erection of temporary fences and gates where required, shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

Claims by property owners for loss of or injury to livestock due to negligence on the part of the Contractor, shall be settled by the Contractor.”

“PSA 5.15* ENVIRONMENTAL MANAGEMENT PLAN, RECORD OF DECISION AND SPECIFICATIONS

The Contractor shall be required to comply with the Environmental Management Plan (EMP), Record of Decision (ROD) and Specifications during the Contract period.

Non-compliance with the specifications, ROD and EMP, in any way whatsoever, will be adequate reason for suspension of the Works.

The Contractor shall at all times be responsible for full compliance with the specifications, ROD and EMP and no extension of time will be considered for delays due to non-compliance with the abovementioned.

The applicable environmental documents are bound as Particular Specification PA.

No direct payment will be made for the cost of complying with the EMP or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.”

“PSA 5.16* ATTENDANCE ON EE's

The Contractor shall closely manage and supervise all EE's and shall manage, guide and assist each EE in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures, etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the expertise of relevant EE and shall be directed at enabling the EE's to achieve the successful execution and completion of the subcontract.

No direct payment will be made for the cost of attendance on EE's. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract.”

PSA 6 TOLERANCES

"PSA 6.4* USE OF TOLERANCES

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

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

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

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

PSA 7 TESTING

PSA 7.1 PRINCIPLES

PSA 7.1.2 Standard of Finished Work Not to Specification

Insert the words "or checks by an approved laboratory ..." after the words "Where the Employer's Agent checks ..." in the first line of Clause 7.1.2.

PSA 7.2 APPROVED LABORATORIES

Replace the contents of Clause 7.2 with the following:

"Unless otherwise specified in the relevant specification or elsewhere in the Scope of Work, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Employer's Agent of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) any testing laboratory owned, managed or operated by the Employer or the Employer's Agent;
- (c) any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer's Agent;
- (d) any testing laboratory designated by the Employer's Agent."

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.1 Method of measurement, all sections of the Schedule

Delete the words "and South West Africa".

PSA 8.1.2 Preliminary and General item or section

PSA 8.1.2.1 Contents

Replace the contents of item (c) with the following:

"The 'duration of construction' applicable to a time-related item shall be the tendered contract period for the total works assignment, plus as applicable, the Civil Engineering Industry Holiday (Dec / Jan) and all gazetted public holidays for the Civil Engineering Industry."

PSA 8.1.2.2 Tendered sums

Replace the contents of this Subclause with the following:

"Except only where specific provision is made in the Specifications and/or the Bill of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification; and
- head-office and site overheads and supervision; and
- profit and financing costs; and
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work; and
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Employer's Agent and his staff as specified in the Contract and their removal from the site on completion of the Contract.
- Completion of monthly reporting/monitoring of Emerging Enterprise Subcontract."

PSA 8.2 PAYMENT

PSA 8.2.2 Time-related items

Replace the contents of Clause 8.2.2 with the following:

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

Should the Employer's Agent grant an extension of time for the completion of the total works, the Contractor will be entitled to an increase in the sums tendered for time-related items, which increase shall be in the same proportion to the original tendered sums, as the extension of time is to the duration of construction as defined in PSA 8.1.2.1. The Contractor shall however note that the aforementioned will not apply to extensions of time granted in terms of PSA 8.4.6.

Payment of such increased sums will be taken to be as full compensation for all additional preliminary and general costs, either time-related costs or fixed costs that result from the circumstances pertaining to the extension of time granted."

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a Variation Order:

Sum of Tendered amounts for Time Related Items x Extension of Time authorised by Variation Order
Tender Contract period

For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December / January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula."

PSA 8.3.1 & Contractual requirements
8.4.1

Add the following:

"The sum tendered shall cover all initial costs incurred in complying with the requirements of the Conditions of Contract and include for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract, if applicable."

PSA 8.3.2.1 Facilities for Employer's Agent

Replace the contents of this Clause with the following:

a)	Furnished Offices 1 x 20m2	Sum
b)	2 x Contract nameboards	No.
c)	Board room to cater for 10 persons	Sum
d)	Electricity and lighting.....	Sum
e)	Ablutions for exclusive use by the Engineer's staff.....	Sum
f)	Heating / cooling 1200 BTU split unit.....	Sum
g)	Furniture, fridge, printer/copier/scanner/fax	Sum
h)	Car Port	Sum
i)	Survey equipment	Sum

Furnishing to include 2 desks, 4 office swivel chairs, plan rack and 1 book shelf and 1 filing cabinet.
The facilities provided shall comply with the applicable requirements of SABS 1200 AB and PSAB."

PSA 8.3.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

PSA 8.4.1 Contractual requirements.....Unit: Sum

Add the following:

"The sum shall further cover all the time-related establishment costs and be the full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract, where applicable.

- (iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

Payment shall be made monthly in compliance with the method laid down in PSA 8.2.2.

The Contractor will not be paid Time-Related Preliminary and General Charges for any special Non-Working Days, as stipulated in the Conditions of Contract, which shall be deemed to have been allowed for in his rates.

The sum shall also include, where applicable, for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract."

PSA 8.4.2.1 Facilities for Employer's Agent

Replace the contents of this Clause with the following:

- "(a) Two Contract NameboardUnit: Sum
(b) Survey labourersUnit: Labourer Month

The facilities provided shall comply with the applicable requirements of SABS 1200 AB and PSAB.

Payment for the provision of survey labourers will be made pro-rata the period the labourers are provided."

PSA 8.4.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

PSA 8.4.2.3 Replace the words "periods stated" in the second line of this Clause with the following:

"duration of construction as defined in PSA 8.1.2.1".

"PSA 8.4.6* Compensation in terms of Subclause 5.12.2.4 and Clause 9.1.4 of the Conditions of Contract for delays incurred:

- (a) PlantUnit: Sum per working day
(b) LabourUnit: Sum per working day
(c) SupervisionUnit: Sum per working day
(d) Other services, facilities etc. not covered by
(a), (b) and (c)Unit: Sum per working day

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances described in Subclauses 5.12.2.4, 9.1.1 and 9.1.2 of the Conditions of Contract.

For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day 9 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro-rata in proportion to an appropriate factor assessed by the Employer's Agent.

The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment formula as defined in the Conditions of Contract.

This payment item shall only apply to delays which in the opinion of the Employer's Agent are due to the circumstances described in Subclauses 5.12.2.4, 9.1.1 and 9.1.2 of the Conditions of Contract. No Payment will be made for any salary related or other internally caused strikes. The cost of delays incurred for all other circumstances shall be treated as provided for in the Conditions of Contract.

The provision of this Clause shall in no way prejudice the right of either the Employer or the Contractor to determine the Contract in terms of the provisions of Clause 9 of the Conditions of Contract.

The Contractor shall take note that no payment will be considered for any additional cost incurred in protecting his plant and site establishment, as well as for costs incurred in respect of damage to constructional plant and equipment."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE EMPLOYER'S AGENT

Replace the contents of Clause 8.5 with the following:

"PSA 8.5.1 Works Executed by the ContractorUnit: Prov Sum

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Bill of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 of the Conditions of Contract.

PSA 8.5.2 Works Executed and performed by the Selected Subcontractors in Consultation with the Employer

(a) Work to be executed and performed by the Selected Subcontractor in Consultation with the Employer.....Unit: Prov Sum

(b) Overheads, charges and profit on item (a) above.....Unit: % or Sum

Sub-items (a) and (b) will be provided in the Bill of Quantities for each different Selected Subcontract included in the Contract.

The Contractor shall be reimbursed under sub-item (a), in substitution of the respective Provisional Sums (if any) allowed in the Bill of Quantities, the amounts actually paid or payable by the Contractor to the respective Selected Subcontractors, in accordance with the provisions of Clauses 4.4.3 and 6.6 of the Conditions of Contract.

The Contractor shall be paid under sub-item (b), either:

- (a) where the unit of measurement for sub-item (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer's Agent for payment under the related sub-item (a), all in accordance with the provisions of Clause 6.6.1.2.1 of the Conditions of Contract: or
- (b) where the unit of measurement for sub-item (b) was specified as being a Lump Sum, an amount which is in the same proportion to the amount certified for payment under sub-item (a) and the tendered Lump Sum is to the amount of the Provisional Sum stated under sub-item (a);

provided always that where the Contractor has failed for any reason, to insert a percentage or Sum (as applicable) for sub-item (b) in its tender, or where no provision was made in the Tender Documents for tenderers to make any such entry, the Contractor will, in accordance with the provisions of Sub-clause 6.6.1.2.2, be paid an amount equal to SEVEN AND ONE HALF PERCENT (7½%) of the amount actually certified by the Employer's Agent for payment under sub-item (a).

The percentage or sum (as applicable) paid under sub-item (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor and in fulfilling its obligations under the contract as the principal Contractor."

Replace Clause 8.6 with the following:

"PSA 8.6 PRIME COST ITEMS

PSA 8.6.1 Prime Cost Sums

- (a) Description of Item to which Prime Cost Sum Applies Unit: PC Sum
(b) Charge Required by Contractor on Sub-item (a) above Unit: %

Sub-items (a) and (b) will be provided in the Bill of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub-item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item (b), the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer's Agent for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Bill of Quantities shall be deemed to in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item (a).

If the Contractor shall have omitted within its Tender to insert a tendered percentage under sub-item (b), or tendered a zero percentage, the Contractor's tendered rate for sub-item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub-item (b)."

Note:

1. Only payments for successful test will be made under the Prime Cost Sum provided in the Bill of Quantities for "additional acceptance control testing by the Employer's Agent".
2. The Contractor is responsible for the cost of process control testing. Payment in terms of the above will only be made for acceptance control testing ordered by the Employer's Agent.

"PSA 8.7 DAYWORK

Add the following:

"To ensure that the plant is achieving a reasonable output of work, the Employer's Agent personnel will randomly monitor and measure work produced. Poor performance of any item of plant will be noted by the Employer's Agent and certain reductions in payment may be applied.

Furthermore, should the performance of a machine be poor, or persistently break down, the Employer's Agent may order that it be replaced, all at the cost of the Contractor."

PSA 8.8.2 DEALING WITH TRAFFIC

Add the following.

"To ensure proper traffic control is achieved the Contractor is to price the different sections separately. Each section must cover all costs and there will be no additional compensation will be made. In addition, the sections must consider the Contractor's proposed programme and rate of progress he intends to achieve. This will also be full compensation if the Contractor chooses to work in multiple sections at once.

- (a) One way traffic controlUnit: Month
(b) Allow access to propertiesUnit: Month
(c) Barricading of trenchesUnit: Month
(d) All other traffic requirementsUnit: Month

PSA 8.8 TEMPORARY WORKS

PSA 8.8.4 Existing services

Replace the heading of paragraph (c) with the following:

"(c) Excavate by hand in soft material to expose existing services Unit: m³

Add the following:

"The rate tendered for (c) shall further cover the cost of backfilling the excavation with excavated material compacted to 90% of modified AASHTO maximum density, loading, transporting and disposing of surplus material as directed, keeping the excavation safe, dealing with water, protecting the exposed services, and any other operation necessary to complete the work.

No distinction will be made between the various types of services to be exposed, or the depths to which excavations are taken.

Excavation in excess of that authorised will not be measured for payment."

"PSA 8.8.6 Dealing with water Unit: Sum

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with any water anywhere on site as required in terms of Sub clause 5.1.3 of SABS 1200 D and Sub clause 5.1.2 of SABS 1200 DB. No additional payment will be made for "Special water hazards".

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 Hours a day, 7 days a week, throughout the period during which the facilities are required, and the cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Two equal payments will be made, one with the first and the other with the last payment certificate.

"PSA 8.8.7* Compliance with the occupational health and safety act (Act 85 of 1993) and all relevant and applicable regulations, especially the construction regulations, 2014 as promulgated on 7 February 2014 under section 43 of the occupational health and safety act (Act 85 of 1993), as amended from time to time, for the duration of the contract

(a) Contractor Unit: Sum

(b) Subcontractors (own).....Unit: Sum

The tendered sums shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and the Construction Regulations 2014 at all times, as described in the Scope of Work and Employer's health and safety specification (Refer Particular Specification PB). The successful tenderer shall provide the Employer's Agent with a complete breakdown of this tendered sum, if so required.

The Contractor shall note that all obligations contained in the Act, Regulations and Employers health and safety specification shall be included in this item. No additional claims will be considered; neither will an extension of time be considered for delays due to non-compliance with the Contractor's health and safety plan.

The sums will be paid to the Contractor in equal monthly amounts."

"PSA 8.9* Installation of Benchmarks by Registered Surveyor Unit: No

The number tendered shall include full compensation for the installation of benchmarks to mSL, by a registered surveyor as required by the Employer's Agent, during construction and shall include the protection during construction and marking the benchmark on completion of the Works.

NOTE: The cost to set out the Works in terms of 5.1.1 and PSA 5.1.1 shall be deemed to be covered by the sums tendered for other obligations under Subclauses 8.3.3 and 8.4.5."

“PSA 8.10* Sanctions Unit: Prov Sum

The provisional sum shall cover any sanction or bonus due as specified in subclause C3.3.3. The provisional sum shall be expended in accordance with Clause 6.6 of the Conditions of Contract.”

PSC **SITE CLEARANCE**

PSC 3 **MATERIALS**

PSC 3.1 DISPOSAL OF MATERIAL

Add the following:

"Material obtained from clearing and grubbing, including builder's rubble, and other unwanted debris, shall be disposed of at spoil sites obtained by the Contractor.

All transport costs shall be included in the rates tendered for site clearance."

PSC 5 **CONSTRUCTION**

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

Add the following:

"Notwithstanding the above, the Employer's Agent may, where particular areas are scarcely vegetated, order that the clearing and grubbing operation be totally or partially omitted, in which case no payment will be made under this section.

Payment will then only be made for excavation included under the relevant earthworks section."

PSC 5.5 RECLEARING OF VEGETATION

Add the following:

"Except if otherwise agreed, where areas have to be re-cleared on the written instruction of the Employer's Agent, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is advised therefore, not to clear areas at such an early stage that re-clearing may become necessary."

PSC 5.6 CONSERVATION OF TOPSOIL

Add the following:

"Conservation of topsoil, together with grass, roots and chipped mulch shall be applicable. Stockpiling of topsoil will be allowed on Site in specific locations indicated by the Employer's Agent. Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material."

PSC 8 **MEASUREMENT AND PAYMENT**

PSC 8.1 BASIC PRINCIPLES

Add the following:

"The thickness of the layer that will unavoidably be stripped during clearing of vegetation will be taken as 100 mm. This implies that levels used in earthworks quantity calculations will be 100 mm lower than the original levels excluding stripping of topsoil to stockpile where applicable."

Add the following:

"Levels to be used for earthworks quantity calculations will be surveyed once the clearing operation has been completed."

PSC 8.2 SCHEDULED ITEMS

PSC 8.2.1 Clear and grub

Replace the first line with the following:

"The area designated by the Employer's Agent to be cleared and grubbed will be measured in square metre to the nearest metre or"

Delete "(except where 8.2.9 is applicable)" in the seventh line of this clause,

Add the following:

"The tendered rate shall also cover the cost of loading, transporting and disposing of vegetation, builder's rubble, and other unwanted debris encountered in road reserves or along service routes at the designated spoil site described in the Scope of Works."

"PSC 8.2.5 Take down and re-erect existing fences.....Unit: m

Add the following to subclause 8.2.5

"The rate shall further cover the cost to reinstate the fences to their original status, as well as for all new material in so doing"

"PSC 8.2.10 Remove topsoil to nominal depth of 150 mm, stockpile and maintain..... Unit: m³

Replace the heading and contents of subclause 8.2.10 with the following:

The rate shall cover the cost of removing the topsoil where ordered, together with such vegetation and small roots as may occur within the specified depth, for loading, transporting to designated area on site, for stockpiling, for maintaining and wetting (dust control) the stockpile for the full duration of the Contract.

Add the following clauses:

"PSC 8.2.11* Breaking and disposing of existing bituminous/asphalt surface.....Unit: m²

The sum tendered shall cover the provision of all labour and equipment to remove and dispose (off site) of asphalt surfacing.

"PSC 8.12* Breaking and disposal of existing unreinforced concrete..... Unit: m³

The unit of measurement shall be the cubic metre of existing concrete prior to breaking, which is removed, broken and disposed off site.

"PSC 8.13* Breaking and disposal of existing reinforced concreteUnit: m³

The unit of measurement shall be the cubic metre of existing concrete prior to breaking, which is removed, broken and disposed off site.

PSC 8.14* Breaking and disposal of existing masonry structures..... Unit: m³

The unit of measurement shall be the cubic metre of existing concrete prior to breaking, which is removed, broken and disposed off site.

PSC 8.15* Saw-cutting asphalt surfacing..... Unit: m²

The sum tendered shall cover the provision of all labour and equipment to saw-cut asphalt surfacing.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.1 CLASSES OF EXCAVATION

Notwithstanding the provisions of Sub clause 3.1 of SANS 1200 DA, the material excavated other than rock will not be separately classified for the purposes of measurement or payment. The unit rate for excavation shall cover the cost of excavation in both soft, intermediate and boulder material.

PSDB 3.5 BACKFILL MATERIAL

Replace the contents of Subclause (b) and add Subclauses (c) and (d) as follows :

"In areas subject to road traffic loads which shall be held to extend 2,5m either side of the road centre line, as well as beneath concrete lined channels, backfill shall comply with the requirements of PSME 3.2.2

Add the following paragraphs to subclause 3.5:

"(c) Cement-stabilised backfilling

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

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

(d) Soilcrete backfilling

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

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

PSDB 3.7 SELECTION

Replace the words "if he so wishes" in the first line of the second paragraph with the words "at his own cost".

Add the following to subclause 3.7:

"Notwithstanding anything to the contrary stated in this subclause the Contractor shall, where so ordered, selectively stockpile topsoil, material complying with 3.5, as well as road materials for re-use in terms of 5.9."

PSDB 5 CONSTRUCTION

PSDB 5.2 MINIMUM BASE WIDTHS

Notwithstanding the provisions of this Subclause, the minimum base widths for the various trenches shall be as shown on the Drawings.

PSDB 5.4 EXCAVATION

Add the following:

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

Trench lengths are limited to a **maximum total of 200m** at any given time during construction. The rate tendered shall cover the cost of this excavation length constraint.

No trench may be left open over the period 16 December to 8 January inclusive.

Where trenches have to be excavated under this Contract adjacent to live services / other services laid under other contracts, it may be necessary to shore trenches to prevent damage to the live services / other services. It will be the responsibility of the Contractor to ensure that services constructed under other contracts of live services are not damaged by his operations during the Contract."

PSDB 5.6 **BACKFILL**

PSDB 5.6.1 General

Replace the first sentence with the following:

"Backfilling of pipe trenches may only commence after the pipe has been laid, firmly bedded in the specified cradle, the blanket placed and compacted as specified and after the pipe has been tested in terms of Clause 7 of SABS 1200 L."

PSDB 5.6.2 Material for backfilling

Replace the last paragraph of this Clause "In areas.....backfill" with the following:

"The material for backfilling in areas subject to road traffic loads shall comply with PSDB 3.5."

PSDB 5.6.3 Disposal of soft excavation material

Replace the words "unless otherwise required in the project specification." at the end of this Subclause with:

"or to spoil in accordance with the requirements of PSD 5.2.2.3 and Subclause 5.2.2.3 of SABS 1200 D, as instructed by the Employer's Agent."

PSDB 5.6.6 Completion of backfilling

Add the following:

"If in the opinion of the Employer's Agent insufficient progress is being made with the backfilling of trenches, the Employer's Agent will be entitled to order that no further excavation takes place until the backfilling operation has caught up."

PSDB 5.7 **COMPACTION**

PSDB 5.7.1 Areas not subject to Traffic Loads

Add the following sentence:

"All non-cohesive material shall be compacted to 100% of modified AASHTO maximum density."

Replace the heading and contents of subclause 5.7.2 with the following:

PSDB 5.7.2 Areas Subject to Traffic Loads and beneath concrete lined walkways, cyclepaths and stormwater channels:

In areas subject to traffic loads and beneath concrete lined walkways, cyclepaths and stormwater channels, trenches shall be backfilled from the top of the bedding to the extent scheduled below in layers of thickness not exceeding 150mm after compaction, and the material shall be compacted to 95% of modified AASHTO maximum density.

TRENCH DESCRIPTION	EXTENT OF BACKFILL
Trenches beneath roadways to be constructed under the contract	Up to designated level of underside of layerworks
Trenches beneath concrete lined walkways, cyclepaths and stormwater channels	Up to designated level of underside of concrete lining

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.1.1 Replace “along the route of the pipeline” in the third line of SANS 1200 DB Clause 8.1.1 with “as specified in PSDB 5.6.3”.

Replace the contents of subclause 8.2.4 with the following:

"No separate items will be measured for shoring. Refer to Item PSD 5.1.1.2 in this regard."

“PSDB 8.2.5* If payment in terms of PSA 8.8.4 has been made to expose an existing service and the excavation involved falls within a proposed trench, the quantity measured for trench excavation shall be reduced accordingly.”

PSDB 8.3 SCHEDULED ITEMS

PSDB 8.3.2 Excavation

- (a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material ..
..... Unit: m or m³

Replace the first sentence with the following:

“Items will be provided for various trench widths as specified and detailed on the Drawings and various depths in increments as specified in the Bill of Quantities.”

Add the following sentence:

“The Contractor will be responsible for disposing of all surplus material and no additional payment will be made for overhaul, disposal fees or any other related costs.”

Add the following to Clause (a):

“The rate tendered shall also cover the cost of complying with PSDB 3.5, as well as the cost of any disruption or delay in complying with PSDB 5.4 and PSL 5.1.4.

Delete Clause 8.3.2 (b)(1) as well as any reference to intermediate excavation in Clause (b). For the purpose of measurement and payment, excavation other than hard rock excavation will not be separately classified (refer Sans 1200 DB 3.1).

Add the following new sub-items in 8.3.2 (b):

- “(3) Hand excavation where ordered Unit: m³

The rate tendered shall cover the additional cost, extra over that provided for under 8.3.2(a), for carrying out, where ordered by the Employer’s Agent and up to a depth of 1,0-meter, trench excavation by hand as well as for any inconveniences related to the continuation with machines across and over hand-excavated trenches.

The volume shall be computed from the dimensions specified, shown on the Drawings or ordered by the Employer’s Agent.

Normal handwork required to clean and trim the sides and bottoms or mechanically excavated trenches will not qualify for payment in terms of this clause.

(4) Hand backfilling machine excavated trenches where ordered Unit: m³

The rate tendered shall cover the additional cost, extra over that provided for under 8.3.2(a) to, except for compaction which shall be carried out by machine, hand backfill machine excavated trenches where ordered by the Employer's Agent.

The volume shall be computed from the dimensions specified, shown on the Drawings or ordered by the Employer's Agent.

(5) Selective stockpiling of topsoil where ordered Unit: m³

The rate tendered shall cover the additional cost, extra over that provided for under 8.3.2 (a), to selectively stockpile topsoil where ordered by the Employer's Agent, including of off-loading, forming and maintaining the stockpile for as long as is required, reloading and transporting within the applicable freehaul distance from the stockpile.

The volume shall be computed from the dimensions ordered by the Employer's Agent."

(6) Disposing of spoil material on a site provided by the Contractor Unit: m³

The unit of measurement shall be the cubic metre, measured in accordance with Subclause 8.2 of SABS 1200D, of surplus and/or unsuitable material disposed of, on the instruction of the Employer's Agent, at a spoil site or spoil sites provided by the Contractor.

The tendered rate shall include full compensation for the additional cost of providing a spoil site or other means of disposing of surplus spoil material, for transporting the material regardless of the distance involved, for acceptance charges for such material and for all other incidental costs to dispose of the spoil material.

(7) Backfill stabilised with 5% cement where directed by the Employer's Agent..... Unit : m³

The unit of measurement shall be the cubic metre of backfill material, measured in place after compaction according to the authorised dimensions, which was stabilised on the Employer Agent instructions in accordance with Subclause PSDB 3.5(c).

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

(8) Soilcrete backfill where directed by the Employer's Agent Unit : m³

The unit of measurement shall be the cubic metre of soilcrete placed on the Employer's Agent instructions in accordance with Subclause PSDB 3.5(d), measured in place according to the authorised dimensions.

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

PSDB 8.3.3 Excavation ancillaries:

PSDB 8.3.3.1 Deficiency in backfill material

Add the following to subclause 8.3.3.1(c):

The rate shall also include for compaction of sub base quality backfill as per PSDB 3.5

Replace the heading and contents of this Clause with the following:

PSDB 8.3.3.3 Compaction in road crossings Unit : m³

"This item shall only apply to the compaction of materials in areas subject to road traffic loads as defined in PSDB 3.5.

The volume will be computed from the length of trench falling within the defined area, the width as shown on the Drawings and the depth from the top of the bedding to the designated level of the underside of the required selected layer, finished verge level etc. as scheduled on the Drawings. The rate tendered shall cover the cost of the additional compactive effort as specified.

Payment for this work will be additional to that covered by 8.3.2(a)."

PSDB 8.3.6 Finishing

PSDB 8.3.6.1 Reinstatement road surfaces

Replace from "a) Gravel on shoulders...." Through to "...Etcetera's.....Unit: m²" with the following:

- "(a) Backfilling using Trenchfill Unit : m³
- (b) Hot asphalt type IVA (min thickness 40mm) Unit : m²
- (c) Gravel Shoulders Unit : m²
- (d) Concrete Driveways and Walkways (min thickness 100mm) Unit : m²
- (e) Grass verges and Lawns Unit : m²

For item (a) the volume will be computed from the length of trench as applicable and the width determined from the applicable side allowances specified in 8.2.3, and the depth from road surface to top of selected fill blanket. Payment for this item will be additional to that for excavation covered by 8.3.2.

For items (b) to (e) the area will be computed from the length of paved trench surface as applicable and the width determined from the applicable side allowances specified in 8.2.3.

The rates shall further cover the cost of temporary accommodation of traffic (including the signs and bypasses), arranging for safety of the public, excavation (including breaking up, removal and disposal of surplus material) and the subsequent reinstatement as specified in 5.9, and shall include the cost of delays and the cost of any risk of having to repair damage as specified in 5.10."

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 2 INTERPRETATIONS

PSDM 2.3 DEFINITIONS AND ABBREVIATIONS

Notwithstanding the definition of roadbed given under Clause 2.2 of SABS 1200 M, all in-situ surfaces requiring compaction as indicated on the drawings, shall be classified as roadbed.

PSDM 3 MATERIALS

PSDM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Notwithstanding the provisions of this Clause, the excavation of material will, for purposes of measurement and payment, be classified as specified in PSD 3.1.2.

PSDM 3.2.2 Fill

Notwithstanding the requirements of this Clause, material from commercial sources or borrow pits located by the Contractor, to be used in the fill, shall comply with the requirements of Clause 3.2.3 and PSDM 3.2.3.

PSDM 3.2.3 Selected layer

Replace the contents of this Clause with the following:

"The following requirements shall apply in respect of the selected layer:

- a) Maximum particle size: 60% of compacted layer thickness
- b) Unstabilised selected layer
 - (i) Upper selected layer

Minimum CBR at 93% of modified AASHTO density: 15

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the grading modulus + 10)

Note:

The requirements for the upper selected layer also apply where only one selected layer is specified.

- (ii) Lower selected layer

Minimum CBR at 93% of modified AASHTO density: 7

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the grading modulus + 10)

PSDM 3.3 SELECTION

Notwithstanding the provisions of this Clause, the Contractor shall note that the excavation from the cutting shall be utilized for the construction of the lower layers of fills.

PSDM 5 CONSTRUCTION

PSDM 5.1.2 Accommodation of traffic

The requirements of Clauses PSA 5.10 and PSD 5.1.6 shall apply regarding the control and temporary accommodation of traffic.

PSDM 5.2.2.2 Dimensions of cuts

Delete "suitable material7" in the fifth line and replace with "material complying with 3.2.3 and PSDM 3.2.3."

Add after "drawings" in the second line of this subclause "which shall include for channels and sidewalks within the road reserve".

PSDM 5.2.2.3 Use of material

Add after "borrow pits" in the second line of subclause (d): "or commercial sources."

Add the following after subclause (d):

"(e) Commercial sources

The provisions of subclause PSD 5.2.2.5 of SABS 1200 D as amended shall apply."

PSDM 5.2.2.5 Disposal of surplus or unsuitable material

Add after "directed" in the second line of this Clause "(refer PSD 5.2.2.3)".

PSDM 5.2.3 Treatment of roadbed

PSDM 5.2.3.2 Removal of unsuitable ground

Replace the second sentence of paragraph (a) with the following:

"The excavated spaces shall then be backfilled with approved imported material compacted to the required density."

Add the following sentence to paragraph (b):

"Unsuitable excavated material will be paid for as cut to spoil."

PSDM 5.2.3.3 Treatment of roadbed

Add the following to Clause (a):

"The depth of compaction shall be 150mm."

Add the following paragraphs:

"(c) Three-pass roller compaction

Any portion of the roadbed that is shown on the Drawings or is specified or is directed by the Engineer to be given three-pass roller compaction because of its inadequate natural density, shall be prepared by shaping where necessary and compacting with a roller, complying with the requirements specified below.

Compaction shall comprise three complete coverages by the wheels of the specified roller over every portion of the area that is being compacted. While it is not the intention that the Contractor should apply water to the roadbed for this type of compaction, and while no rigid moisture control will be exercised during compaction, the Contractor shall nevertheless satisfy the Engineer that everything is being done to take full advantage of favourable soil moisture conditions during the rainy season, and that such compaction is as far as possible carried out when the roadbed is neither excessively dry nor excessively wet.

The Engineer has the authority to decide when conditions are favourable for compaction and where such compaction is to be carried out at any particular time, and he has the right to instruct the Contractor to water the roadbed at the Contractor's expense when, in the opinion of the Engineer, the Contractor failed, neglected or refused to comply with these requirements.

The rollers to be used for roller-pass compaction shall conform to the following requirements:

Grid roller: The grid roller shall have a mass of not less than 13,5 t when ballasted, shall be loaded to this mass if required, and shall be moved at a speed of not less than 12 km/h.

Vibratory roller: The vibratory roller shall be capable of exerting a combined static and dynamic force of not less than 120 kN/m width for every metre of loose-layer thickness at an operating frequency not exceeding 25 Hz and shall move at a speed not exceeding 4 km/h."

PSDM 5.2.4 Fill

PSDM 5.2.4.3 Finishing

Notwithstanding the provisions of this Clause the requirements of PSDM 5.2.9 shall as applicable apply to the finishing off of verges.

PSDM 5.2.5 Selected layer

Replace the contents of this Clause with the following:

"Except with regard to density, the requirements of Clause 5.2.4 shall apply. The degree of compaction shall be:

Upper selected / Selected	:	93% of modified AASHTO maximum density.
Lower selected maximum density."	:	93% of modified AASHTO

PSDM 5.2.8. Transport

Replace the contents of this subclause with the following:

"The provisions of Subclause PSD 5.2.5 of SABS 1200 D, as amended, shall apply."

"PSDM 5.2.9* Trimming and grading of verges

During the initial earthworks the verge width shall be cut or filled to approximately the final level and shall be kept trimmed and tidy during construction of the works. After completion of the road layers, including the premix surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the verge shall be finished off to the lines and levels shown on the drawings or as specified.

The verge material shall consist of that material which would normally be occurring at that position or depth when in cut and shall not be contaminated by foreign materials such as bricks, basecourse material, horticulturally inferior materials from trench excavation, etc. Verges in fill conditions are to consist of the material as specified for the fills and similarly not be contaminated with foreign materials.

Over those sections of verge where grass is to be planted in which case the Contractor shall load, transport and spread as ordered by the Engineer. In the case of topsoil provided and imported by the Contractor the quality of the topsoil shall be approved of by the Engineer beforehand.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance which may arise due to his operations on the verge, whether from the natural ground surface or topsoil layer, until the verge is accepted by the Engineer."

"PSDM 5.2.10* Dimension and Level Control and Process Control

The Contractor shall submit to the Engineer records of dimension and level control and/or process control prior to requesting the Engineer to carry out any routine tests and/or inspections.

A sample form can be obtained from the Engineer."

"PSDM 5.2.11* Requesting of Tests

Tests and Inspections of the works will only be carried out by the Engineer once the appropriate test/inspection request forms have been fully completed. Test/inspection request forms can be obtained from the Engineer."

PSDM 6 TOLERANCES

"PSDM 6.5* DIMENSION AND LEVEL CONTROL

The requirements of PSM 6.4 shall apply."

PSDM 7 TESTING

PSDM 7.3 ROUTINE INSPECTION AND TESTING

Replace Table 2 and the contents of Clause 7.3.2 with the following:

"The dry density requirements for a particular lot of selected layer or wearing course shall be deemed to be satisfied if the average density and the results of individual tests meet the requirements specified in Table 2 below. Refer to Clause PSD 7.2 for the requirements for fill.

TABLE 2 - DENSITIES

1	2	3	4	5
Layer	Specified density (% of modified AASHTO density)	Number of tests per lot	Average density %	Minimum density for any single test, %
Upper selected	93	3 and 4 5 6	93,1 93,4 93,6	89,4 89,2 89,0
Lower selected layer or pioneer layer	93	3 and 4 5 6	93,1 93,4 93,6	89,4 89,2 89,0

"PSDM 7.4* INSPECTION AND TESTING BY ENGINEER

The requirements of PSM 7.3 shall apply."

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.1 BASIC PRINCIPLES

Add the following:

"The requirements of PSM 8.2 shall apply. The Contractor shall further make provision in the various rates for the construction of the roadbed, fill and selected layer for the cost of his own process control testing and the cost of complying with PSDM 6.5 and PSDM 7.4."

PSDM 8.2 COMPUTATION OF QUANTITIES

Replace subclauses 8.2.1 through to 8.2.3 (inclusive) with the following:

"PSDM 8.2.1 The provisions of subclause 8.2.1 of SABS 1200 D shall apply.

PSDM 8.2.2 The provisions of subclause 8.2.2 of SABS 1200 D shall apply.

PSDM 8.2.3 The provisions of subclause 8.2.2 of SABS 1200 D shall apply."

PSDM 8.2.5 Verifying quantities

Replace the first sentence with the following:

"Before any earthworks are commenced but after completion of any site preparation, the Engineer will, upon a written request from the Contractor, provide cross-sections for the purpose of measurement of earthworks quantities."

PSDM 8.3 SCHEDULED ITEMS

PSDM 8.3.3 Treatment of roadbed

(a) Roadbed preparation and compaction of material to

Add the following:

"The unit of measurement shall be the cubic metre of material re-compacted as specified and the volume shall be determined from levelled cross-sections on which are superimposed the levels to which the roadbed is to be constructed. When material is imported to make up the required volume, such material will be paid for as cut or borrow to fill as relevant."

Note :

No additional payment will be made for difficult work or hand operations in confined areas."

Add the following to Clause 8.3.3(a) :

"(4) Minimum of 93% of modified AASHTO maximum density Unit : m³

Add the following paragraph to the end of Clause 8.3.3(a):

"The unit of measurement shall be the cubic metre of material re-compacted as specified and the volume shall be determined from levelled cross-sections on which are superimposed the levels to which the roadbed is to be constructed. When material is imported to make up the required volume, such material will be paid for as cut or borrow to fill as relevant."

Note :

No additional payment will be made for difficult work or hand operations in confined areas."

Replace the heading of subclause (b) with the following:

"(b) In-place treatment of road-bed in hard rock material by"

Add the following:

"(c) Three-pass roller compaction:

(i) Grid roller Unit: m²

(ii) Vibratory roller Unit: m²

The units of measurement shall be the square metre of roadbed compacted as specified in subclause PSDM 5.2.3.3(c) for the areas designated by the Engineer.

The tendered rates shall include full compensation for shaping the areas, providing the rollers and compacting the roadbed by means of three roller passes over the entire area."

PSDM 8.3.4 Cut to fill, borrow to fill

Replace the contents of this Clause with the following:

“(a) Cut to fill compacted to 93% of modified AASHTO maximum density Unit : m³

The rate tendered shall cover the cost of excavating from the site as if in soft material, transporting, preparing, processing, shaping, watering, mixing, compacting to percentage of modified AASHTO maximum density specified, trimming and testing the fill.

(b) Borrow to fill from commercial or off site sources located by the Contractor compacted to 93% of modified AASHTO maximum density..... Unit : m³

The rate tendered shall cover the cost of acquiring the material from commercial or off site sources located by the Contractor, any excavation and selection required, loading, transporting to the point of use irrespective of distance, temporary stockpiling if necessary, placing, watering, compacting to percentage of modified AASHTO maximum density specified, trimming and testing the fill.

No additional payment will be made for difficult work or hand operations in confined areas.

Replace the heading and contents of Clause 8.3.5 with the following:

“PSDM 8.3.5 Selected layers

(a) Selected layers using material cut from the site and compacted to:

i) 93% of modified AASHTO maximum density Unit : m³

ii) 95% of modified AASHTO maximum density Unit : m³

The rate tendered shall cover the cost of excavating as if in soft material, selecting, loading, transporting, placing, watering, compacting to percentage of modified AASHTO maximum density specified, trimming and testing the selected layer.

(b) Selected layers using material from commercial or off site sources located by the Contractor, compacted to:

i) 93% of modified AASHTO maximum density Unit : m³

ii) 95% of modified AASHTO maximum density Unit : m³

The rate tendered shall cover the cost of acquiring the material from commercial or off site sources located by the Contractor, any excavation and selection required, loading, transporting to the point of use irrespective of distance, temporary stockpiling if necessary, placing, watering, compacting to percentage of modified AASHTO maximum density specified, trimming and testing the selected layer.

Note :

No additional payment will be made for difficult work or hand operations in confined areas.”

PSDM 8.3.6 Extra over items 8.3.4, 8.3.5 and 8.3.16 for excavating and breaking down material in

Replace the words "items 8.3.4 and 8.3.5" with the words "items 8.3.4, 8.3.5 and 8.3.16".

PSDM 8.3.7 Cut to spoil or stockpile from

Delete paragraph (b). In terms of PSDM 3.1 intermediate excavation will not be separately measured for payment.

Add the following:

"Separate items will be scheduled for cut to spoil and cut to stockpile. The rate tendered shall further cover the cost of complying with the requirements of Clause 5.2.3.2 irrespective of the depth or extent of the material

ordered to be removed, or whether the order to remove unsuitable material is given after the completion of any initial cut operation.

The tendered rate shall further, in the case of cut to spoil, include full compensation for transporting the material regardless of the distance involved and for all other incidental cost to dispose of the spoil material. (Refer also PSD 5.2.2.3, PSD 5.2.5 and PSDM 8.3.12)."

PSDM 8.3.11 Extra over 8.3.2, 8.3.4, 8.3.5 or 8.3.7 for temporary stockpiling of material

Add the following:

The temporary stockpiling of material from commercial sources or borrow pits located by the Contractor will not be measured for payment."

PSDM 8.3.12 Overhaul

Delete this item as no overhaul will be paid on material for the purposes of this Contract and all the costs for transporting material shall be included in the applicable tendered rates and amounts.

PSDM 8.3.13* Surface finishes

"(a) Topsoiling Unit: m²

Measurement shall be the surface area of the topsoiling reinstated in accordance with the requirements of PSDM 5.2.9. The rate tendered shall cover the cost of all things necessary to reinstate the topsoil as specified, including the acquisition of material to make up for material lost due to weather or other reasons."

(b) Grassing or other vegetation cover Unit: m²

The rate shall cover the costs of finishing off areas to be landscaped. The rate tendered shall cover the cost of all things necessary to reinstate proposed landscaped areas as specified."

Add the following new subclauses:

"(c)* Trim, shape and roll verge Unit: m²

Measurement shall be the surface area of the verge prepared in accordance with the requirements of PSDM 5.2.9. The rate tendered shall cover the cost of all things necessary to finish off the verge as specified, including the incorporation of material to make up for material lost due to weather or other reasons. (Cut and fill to bring verge to level payment under 8.3.4)."

(d)* Finishing of Cut and Fill slopes, medians and interchange areas Unit: m²

The rate shall cover the costs of finishing of cut and fill slopes, in terms of subclause 5.2.4.3 of SABS 1200 D."

PSDM 8.3.17* Variations in the number of roller passes (applicable to sub-sub item 8.3.3(c)):

- (a) Vibratory rollersUnit: m²-pass
- (b) Oscillatory rollers.....Unit: m²-pass
- (c) Grid rollers.....Unit: m²-pass
- (d) Tamping rollersUnit: m²-pass
- (e) Impact rollers.....Unit: m²-pass
- (f) Pneumatic-tyred rollersUnit: m²-pass

The unit of measurement shall be the square-metre coverage, and shall be computed by multiplying the number of square metres to which the changed pass efforts apply by the increased or decreased number of roller passes.

Where a change in the compaction effort is requested, the Contractor will be compensated at the tendered rates for the above items in respect of the increased number of square-metre roller passes of each type of roller required over and above that specified in the relevant standard effort. His compensation will be decreased simultaneously, at the applicable rates, by the number of square-metre roller passes of each type of roller which is either decreased or completely left out.

The tendered rate for each additional square metre-pass ordered by the Engineer over and above the specified number of passes, shall include full compensation for all supervision, labour, plant, equipment, fuel, materials, work and incidentals necessary for completing the work. The same rates shall be accepted by the Contractor during computation of a decrease in his compensation where the number of roller passes for each specific type of roller is decreased."

"PSDM 8.3.18* Reinforcement of soils..... Unit: m²

The tendered rates shall include full compensation for providing all labour, materials and equipment required to carry out the work, for all preparatory work, for installing the reinforcement scheduled in a workmanlike manner. Refer to PSDM 3.2.5."

PSGA **CONCRETE (SMALL WORKS)**

PSGA 3 **MATERIALS**

PSGA 3.2.1 Applicable Specifications

Add the following to this Subclause:

“Notwithstanding the contents of this Subclause, where reference is made in this specification or the standard specifications to any cement specification, it shall be replaced with the following specification, SANS EN 197-1-Cement-Part 1: Composition, specifications and conformity criteria for common cements.

On this Contract cement grade CEM I 42,5N shall be used.”

PSGA 3.8 **CURING COMPOUND**

Curing compound shall be white pigmented natural resin based liquid curing compound complying with ASTM C 309 Type 2 Class B.”

PSGA 4 **PLANT**

PSGA 4.4.2 Finish

The finish to all exposed concrete shall be smooth and that to buried or backfilled surfaces, rough.

PSGA 5 **CONSTRUCTION**

PSGA 5.4 **Concrete**

PSGA 5.4.1 Quality

PSGA 5.4.1.5 Strength Concrete

Add the following:

“The Contractor shall, when requesting approval of a mix design, submit the constituent proportions of the proposed mix together with the results of compressive strength tests carried out. Reliable test records made from the same materials and mix proportions will, without prejudicing the requirements of this subclause, be accepted as a basis for approving a mix design”.

PSGA 5.4.2 Batching

Notwithstanding the requirements of this subclause, the method of batching shall be subject to approval. If volume batching is allowed only full standard 50kg bags of cement may be used to make up a batch.

PSGA 5.4.3 Mixing

Add the following:

“All site mix concrete shall be mixed in a rotary type mixer and the minimum size of mixer that may be used shall have the capacity to mix a batch comprising one standard 50kg bag of cement”. (SANS ENV 197 CEM 1 42.5 Black bag.)

PSGA 5.4.6 Compaction

Replace “or (if approved).....forking” in the first sentence of subclause 5.4.6.3 with “using approved vibrators”.

PSGA 5.4.7 Curing and Protection

Notwithstanding the requirements of this subclause, all cast insitu concrete shall be cured in accordance with the requirements of this subclause using a white pigmented natural resin based liquid curing compound complying with ASTM C 309-74, except where the surface to be cured is to receive further concrete, in which case curing shall be carried out in accordance with one of the methods described in subclause (a) and (b).

PSGA 7 TESTS

PSGA 7.1 Facilities and Frequency of Sampling

PSGA 7.1.2 Frequency and Sampling

Notwithstanding the requirements of this subclause the Contractor shall take note that he is responsible for taking an adequate number of tests to ensure that the concrete being used complies with the Specification. The Engineer’s Representative will only carry out such check testing as he requires.

PSGA 8 MEASUREMENT AND PAYMENT

Delete the contents of this Clause. Measurement and Payment would be done in accordance with the Standard Preambles.

PSL MEDIUM PRESSURE PIPELINES

PSL 1 SCOPE

PSL 1.1 Add the following:

“This specification shall also cover the installation of the cross-connection and pipework inside the tower.”

PSL 2 INTERPRETATIONS

“PSL 2.1.3* Drawings

Wherever the aforementioned drawings are referred to, the appropriate of the details shown on the Employer’s Agent Drawings shall apply.”

PSL 2.4 ABBREVIATIONS

Add the following:

“HDPE: High Density Polyethylene.”

PSL 3 MATERIALS

PSL 3.3 CI PIPES, FITTINGS AND SPECIALS

Add the following:

“CI fittings and specials for use with uPVC pipes shall be class 16.”

“PSL 3.7.3* uPVC pipes

uPVC pipes and fittings shall be provided with spigot and socket rubber ring joints and shall be manufactured to standards acceptable to the Employer’s Agent. Solvent welded fabricated fittings will not be acceptable.”

PSL 3.8.3 Flanges and accessories

Add to Subclause 3.8.3:

“The insertion piece shall be such as to cover the full face of the flange (i.e. the O/D). Drilling shall conform to SABS 1123/1600/3.

PSL 3.8.4 Loose flanges

Bolts and nuts shall comply with SABS 135.

PSL 3.9.1 CI pipes and specials

Notwithstanding the provisions of this subclause, all CI pipes, fittings and specials shall be coated internally and externally using “Rillsan”. The coating shall be 250 – 300 microns thick and shall be applied by an approved applicator.

PSL 3.9.2 Steel pipes and Stainless steel

Notwithstanding the provisions of this Sub-Clause, all steel pipes and specials to be installed shall be heavy duty hot dipped galvanized complying with the requirements of SABS ISO 1461 and shall **not** be passivated.

After the galvanizing process, all steel pipes and specials shall be cleaned, scrubbed and washed down firstly with a suitable solvent and then with clean water. Immediately thereafter, the pipes and specials shall be internally and externally coated as scheduled below, all in accordance with the manufacturer’s instructions.

Coat	Product	DFT (µm)		
		Min	Nominal	Max
1	Holding Primer Sigmacover or approved equivalent	45	50	75
2	Sigma TCN 300 (Brown) or approved equivalent	125	150	175
3	Sigma TCN 300 (Black) or approved equivalent	125	150	175
Total DFT		295	350	425

All coats shall be in contrasting colours and no DFT reading may be less than nor more than the minimum and maximum values specified. The overall average DFT shall not be less than the nominal DFT specified.

Application shall be by airless or conventional pressure pot spray systems and thinners shall be used strictly in accordance with the manufacturer's instructions. All critical areas like edges and welds shall be given an extra stripe coat.

Note:

The drilling patterns for flanges shall be SABS 1123/NP1600/3 and all pipes, specials and fittings shall be supplied complete with all necessary stainless steel bolts, washers and nuts as well as appropriate insertion pieces applicable to diameter and material.

All stainless steel items shall be Grade 316 material.

Fabrication of austenitic stainless steels shall comply with the recommendations in "The Stainless Steel User Manual" issued by Columbus Stainless. Compliance with publications from equivalent authorities will be acceptable.

Stainless steel fabricators shall use permanently dedicated storage and fabrication areas and shall use machines, tools and handling equipment which are suited and permanently dedicated to this type of material.

Fabrications shall be pickled and passivated over their full surface to achieve an even colour. If grinding is required before pickling, the final grinding shall be done with a fine disc in order to remove coarse grinding marks.

PSL 3.9.6 Corrosive soil

All buried flanged joints, together with their bolts, shall be protected by means of "Denso" paste and then wrapped to give a covering of at least three layers of "Denso" impregnated tape, or other means of inhibiting corrosion approved of by the Employer's Agent. Denso tape must be carefully moulded over the paste and fitting in order to expel all voids.

"PSL 3.9.7* Corrosion protection for valves and Hydrants

All gate valves and hydrants shall be fusion-bonded epoxy coated internally and externally to SABS 1217 or DIN 30677".

PSL 3.10 VALVES

Notwithstanding the provisions of this Subclause, the following shall apply with respect to the various valves specified on the drawings and scheduled:

PSL 3.10.1* Gate Valves

Gate valves shall comply with the following:

Gate valves shall be AVK Series 43/60 or approved equivalent gate valves which conform to the requirements of SABS 664 and shall be of the resilient seal type. All valves shall have a working pressure rating of at least 16 Bar and shall be clockwise opening with non-rising spindle and cap top unless otherwise specified. The wedge shall be fully encapsulated with NBR rubber internally and externally. The wedge nut shall be of the "fixed nut" concept allowing no movement and manufactured from dezincification resistant high tensile navy brass. The primary seal for stern sealing shall be a NBR rubber hydraulic U seal (Manchette type) and the secondary seal shall consist of at least two NBR O rings inside and two outside of a Nylon Bush. The body of the valve shall further bear the SABS mark, trade name, as well as the size and class of valve.

PSL 3.11.1 Bricks

All bricks shall comply with SABS 227 and shall be NFX burnt clay masonry units free of stones, cracks and other defects. The bricks shall be obtained from an approved manufacturer and samples of the bricks shall be submitted to the Employer's Agent for approval.

PSL 3.11.6 Surface boxes

Delete the contents of this sub-clause and replace by:

"For non-trafficked areas, surface boxes are to be the thermoplastic type."

PSL5 CONSTRUCTION

PSL 5.1.1 Add the following:

"uPVC pipes shall be laid, cut and jointed strictly in accordance with the manufacturer's instructions. A pipeline shall further be laid continuously; the leaving of gaps for fittings will not be permitted."

PSL 5.1.4 Depths and cover

Replace the contents of subclause 5.1.4.1 with the following:

Unless otherwise shown on the drawings or instructed by the Employer's Agent, cover to pipes shall be as follows:

During construction:

Where construction traffic is liable to cross over pipes, they shall be laid so that there is not less than 0,75m of cover over the pipe. Road crossings shall be constructed after the construction of the road layers has reached the stage where 0,75m cover is available.

Pipes beneath Verges and Open Spaces:

The tops of pipes beneath verges shall be not less than 0,75m and not more than 1,25m below the final verge level.

Supply Connection:

The tops of pipes shall not be less than 450mm and not more than 600mm below the final road surface.

Pipes beneath existing roadways:

The tops of pipes beneath a road shall not be less than 1m and not more than 1,25m below the road level.

"PSL 5.1.4.6* The top of the spindle of a gate valve shall not be less than 75mm nor more than 600mm below the level at which the top of the valve box is to be set. To ensure the aforementioned, valve spindle extension pieces shall be fitted by the Contractor."

PSL 5.3 SETTING OF VALVES, SPECIALS AND FITTINGS

Add to Clause 5.3:

“The hydrant shall be bolted to the tee such that the outlet is in line with the pipeline. Valves shall be positioned opposite the erf splay peg at intersections.”

“PSL 5.11* KOUGA LOCAL MUNICIPALITY WATER MAINS

The Contractor shall not operate any valve on the Kouga Local Municipality (KLM) water mains. When a section of the existing network is required to be isolated, the Contractor shall request the KLM Water Division to close the necessary valves. Any work on an existing main shall also only be carried out with the knowledge of the KLM Water Division, and if required, under the supervision.”

“PSL 5.12* SUBSEQUENT MAINTENANCE

Should leaks develop during the maintenance period or any defects need attention, these will be rectified by the Municipality (KLM) at the Contractor’s expense, including the cost of retesting and subsequent sterilisation.”

PSL 5.13* MARKERS FOR VALVES AND FIRE HYDRANTS

An appropriate marker shall be placed by the Contractor at the position of each valve, fire hydrant and on pipes (bends and pipeline lengths exceeding on bulk pipelines at 80m intervals).

The markers shall be manufactured and installed in accordance with the details shown on the drawings.”

PSL 6 TOLERANCES

PSL 6.2 CONTROL POINTS

Add the following:

“Valves shall be located as indicated on the plan layout opposite the boundary peg of the erf, and to within a longitudinal tolerance of 100mm.”

PSL 6.3 ALIGNMENT (PLAN & LEVEL)

Add to the last sentence:

“, provided this does not result in a reversal of the grade of the pipeline.”

PSL 7 TESTING

PSL 7.1 GENERAL

Notwithstanding the provisions of this subclause, the Contractor shall take note that an official of the Municipality’s Water Division shall witness each successful leakage test carried out. Visits to the site of this official to witness a test will be charged at a rate determined by the Water Engineer per visit after the initial visit, which monies shall be payable by the Contractor.

PSL 7.3.1 Test pressure and time of test

Add to sub-clause 7.3.1.1:

Due to the number of erf accesses affected by the new pipeline, testing of the pipeline will consist of tests in 200 metre intervals. Example: first test will be from Km 0 to Km 0+ 200, second test will be from Km 0 to Km 0+ 400, third test from Km 0 to Km 0+ 600 etc. Once the entire pipeline is installed a final test will be required before the tie-ins can be completed.

"The Contractor's test equipment shall be connected directly to the flange of a hydrant tee – not through the hydrant's screwed outlet – or through a specially adapted end cap or a short, discardable pipe. Alterations may have to be made to the Contractor's test equipment to allow the placing of a Water Division's "in-line" check pressure gauge. If necessary, this will be requested by the Employer's Agent prior to the start of a leakage test.

With reference to subclause 7.3.1.2 the maximum working pressure shall be the pressure rating of the pipe.

Replace the last line of Clause 7.3.1.3 "less than these points" with the following:

"less than 1,25 nor more than 1,5 times the specified maximum working pressure."

Delete Subclauses 7.3.1.3 and 7.3.1.4

Add to sub-clause 7.3.1.5:

"Water used by the Contractor to fill the reticulation and during testing shall be water drawn from the Municipal mains and transported in a clean container. A metered connection may be installed by the Water Division upon the request of the Contractor and upon the payment of the prescribed fee. The bleeding off of air trapped within the reticulation shall only be carried out via the hydrants, erf connections or at the prescribed connection points to the existing reticulation by:

- (1) a bleeder system fitted to the end caps, or
- (2) a bleeder system fitted to a short length, say 500mm, of a pipe included at the end of the new reticulation.

PSL 7.3.3 Permissible Leakage Rates

"When testing reticulations made up of different types of pipes, the arithmetical sum of the respective calculated leakage rates for the various pipe types, diameters and lengths shall be taken as the maximum allowable leakage. Alternatively, the Contractor may request that each section be tested separately in which case the additional tests, witnessing and connecting fees shall be at his expense."

"PSL 7.3.4* Witnessing of a Successful Leakage Test by an Official of the Water Division

The Contractor shall take note that the Employer's Agent Representative is required to ensure that an Official of the Water Division (KLM) witnesses a successful leakage test of the whole new reticulation being put forward for acceptance. Visits to site of this official to witness the test after the initial visit will be charged at a rate determined by the Municipality.

This amount shall be payable directly to the Municipality by the Contractor prior to each subsequent visit.

"PSL 7.3.5* Removal of Test Equipment

Upon the successful completion of the leakage test the new reticulation will be deemed to be Municipal property and the Contractor shall not carry out any work on the pipes apart from the disconnection of his pump, the completion of the backfilling to the pipeline and construction of the hydrant and valve chambers and connecting in the new reticulation as soon as possible and the Contractor shall supply such materials, pipes and specials as detailed by the Employer's Agent. The completion of backfill at the connection points and the surface restoration / reinstatement shall be carried out by the Contractor."

"PSL 7.5* DEFECTS LIABILITY PERIOD

Should leaks or defects develop during the Defects Liability Period they shall be rectified by the Municipality at the Contractor's expense. This will include the cost of re-testing and subsequent sterilization. During the Defects Liability Period the Municipality may carry out further pressure tests on the whole or part of the new reticulation and any necessary remedial work shall be carried out at the Contractor's expense."

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.1 GENERAL

Replace the second sentence of this subclause with the following:

"No payment will be made for depths of excavation in excess of those specified unless ordered in writing by the Employer's Agent."

Amend the heading of subclause 8.2.1 as follows:

"PSL 8.2.1 Collect, lay, joint, bed and test pipes complete with couplings and including disinfections
..... Unit: m"

Add the following:

"Couplings shall be held to include compression couplings required to join lengths of HDPE pipeline.

The rate tendered shall further cover the cost of the work provided for under 8.2.4, and with respect to testing, the supply and installation of all equipment, fittings and specials required, as well as the cost of water drawn (Refer PS 6.1). The measured quantity of pipe length will not, except for the payment of materials on site, be measured for payment until the length under consideration has been accepted in terms of subclause 7.3, PSL 7.3.1 and PSL 7.3.3. Refer also PS 8.3."

Amend the heading of subclause 8.2.2 as follows:

"PSL 8.2.2 Extra over 8.2.1 for the supplying, laying, jointing, bedding and testing of specials complete with Couplings Unit: No

Add the following:

"The rate tendered shall also as applicable cover the cost of the provision of corrosion protection as specified in PSL 3.9.1, PSL 3.9.6 and PSL 3.9.7."

PSL 8.2.3 Extra over 8.2.1 for the supplying, fixing and bedding of valves..... Unit: No

Add the following:

"The rate tendered shall also as applicable cover the cost of the provision of corrosion protection as specified in PSL 3.9.1, PSL 3.9.6 and PSL 3.9.7".

Replace the heading and contents of subclause 8.2.13 with the following:

"PSL 8.2.13 Chambers

a) Valve Chambers, etc. Unit: No

Valve chambers, etc., will be measured as complete units for which separate items will be scheduled for each type of chamber of overall depth not exceeding 1,5m from soffit of roof to floor level complete as detailed on the Drawings.

The tendered rate shall cover all materials, plant and labour necessary for the complete construction of the chambers, including ladders, doors, manhole covers and frames, handrails, the lifting davit as well as the compaction of the bottom of the chamber excavation to 90% of modified AASHTO maximum density as well as for building in of the pipes through the wall, for frames and concrete pedestals, as and when required.

b) Extra over for chambers of depth exceeding 1,5m..... Unit: No

Additional depths of chambers in excess of 1,5m will be measured in increments of 0,5m depth for each type of chamber.

The rate tendered shall cover the cost of the complete construction of each extra 0,5m additional depth as well as for additional step irons, brickwork and uPVC pipe as required.”

“PSL 8.2.16* Supply and install valve and hydrant markers Unit: No

The rate tendered shall cover the cost of the supply of the markers complying with the details shown on the drawings, as well as the cost of all labour and equipment required to install the markers as specified in PSL 5.13, or as directed.”

“PSL 8.2.17* Connection to Existing Mains Unit: No

An item will be allowed in the Schedule of Quantities for the connection to existing mains by the Contractor after acceptance of the reticulation.

The rate tendered shall cover the cost of isolating the main, cutting into the main, connect fitting, dewatering the excavation, taking steps to prevent the ingress of ground, stones and other material into the main, as well as for making good any damage to the existing main.

The excavation to expose the main, the supply, laying, bedding, coupling up and testing of valves and specials used in the connection, as well as the provision of bedding, the cost of which will be included in this item.

The first tie-in will be at La Mer Pumpstation while the second will be at approximately km 1+000. Due to the existing rising mains being fully operational, the tie-in will need to be scheduled and performed in a limited time window at night between 12:00am and 05:00am (when flows are at the lowest). The Contractor is required to submit a 2-week notice (prior to commencement) to the Employers Agent so as to co-ordinate with Kouga Municipality personnel.

PSLB BEDDING (PIPES)

PSLB 2.3 DEFINITIONS

Flexible pipe

Add the following:

“uPVC pipes shall be classified as flexible pipes.”

PSLB 3 MATERIALS

PSLB 3.1 SELECTED GRANULAR MATERIAL

Replace the contents of Clause 3.1 with the following:

“Selected granular material shall be an aggregate, sand or granular material, all being a non-cohesive material that is free of vegetation, the grading analysis of which shows 100% passing a 9,5 mm sieve and not more than 5% passing a 0.075mm sieve and has a compactability factor not exceeding 0,4.”

PSLB 3.3 BEDDING

Add the following:

“For the purposes of this clause uPVC pipes shall be classified as flexible pipes.”

PSLB 3.4.1 Suitable material available from trench excavation

Replace the words “(but is not required)” in the fifth line with the words “(at his own cost).”

“PSLB 3.5* BEDDING IN WATERLOGGED CONDITIONS

Where ordered by the Employer’s Agent a bedding cradle of the specified thickness, comprising of 6,7mm concrete stone complying with SABS 1083, shall be used in waterlogged conditions.”

PSLB 5 CONSTRUCTION

PSLB 5.1.1.2 Bottom

Add the following:

“Where expansive clay is encountered in the trench bottom, the selected fill blanket shall comprise of selected granular material.”

PSLB 5.2 PLACING AND COMPACTING OF RIGID PIPES

Stormwater pipes shall be bedded as specified for rigid pipes unless otherwise indicated on the drawings or ordered by the Employer’s Agent.

PSLB 5.3 PLACING AND COMPACTING OF FLEXIBLE PIPES

Notwithstanding the provisions of this subclause, the bedding for flexible pipes shall be constructed to the dimensions shown on the Drawings and by using the bedding material specified (refer also PSLB 5.1.2).

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1.3 Volume of bedding materials

Augmentation of the Sewer Rising Mains from La Mer Pump Station to the Jeffreys Bay Wastewater Treatment Works – Phase 1
 BID No.:16/2024

PSLK VALVE INSTALLATIONS. (SPEC LK)

PSLK 3 MATERIALS

PSLK 3.1 GENERAL

The applicable detail sheets found in Part C3.2 of this tender document are to be filled in for all the relevant valves.

PSLK 3.2 AIR VALVES

Air valves shall be as detailed on the drawings or similar approved. Each air valve shall be fitted with a flanged resilient seal gate valve with handwheel. All air valves shall have a PN 16 pressure rating and shall be flanged and drilled in accordance with the relevant tables of SANS 1123.

PSLK 8 MEASUREMENT AND PAYMENT

PSLK 8.1 VALVES - SUPPLY AND INSTALL

PSLK 8.1.1 General

Measurement and payment for equipment to be supplied and delivered to Site shall be in accordance with Subclauses 8.1(c) and 8.2.1. The tendered rates shall include for all items specified in Subclause 8.2.2.

PSLK 8.1.2 Installation, site testing and commissioning

The installation of the valves will be measured by number.

The tendered rates shall cover the costs of handling, installing, site testing and commissioning of the valve together with the cost of any cutting, turning, and jointing of pipes required to locate the valves, as well as for the construction of the valve pedestal block, other supports, plant and labour.

No separate payment will be made for the repairs to paintwork in the event of damage to the valves.

The tendered rates shall cover the cost of supply and delivery to Site of all the necessary bolts, nuts and jointing material and the storing of the valves in an approved manner.

PSME SUBBASE

PSME 1 SCOPE

Add the following:

"All the requirements as specified for the construction of subbase shall, except where otherwise stated or ordered, apply to the stabilization of the in- situ material as new subbase."

PSME 3 MATERIALS

PSME 3.2 PHYSICAL PROPERTIES

PSME 3.2.1 Subbase material

Replace the contents of paragraph (a) with the following:

"(a) The maximum particle dimension of the gravel shall not exceed 63 mm."

Replace the contents of paragraph (d) and (e) with the following:

"(d) The CBR at specified density shall be 45 for unstabilised as well as for stabilised material prior to stabilisation or as directed by the Engineer.

The UCS at 7 days of each cement-stabilized material shall at 100% modified AASHTO maximum density be as follows:

- For C3 cemented natural gravel : 1,50 MPa minimum and 3,00 MPa maximum
- For C4 cemented natural gravel : 0,75 MPa minimum and 1,50 MPa maximum"

(e) The ITS (Indirect Tensile Strength) for cement-stabilised material shall at 100% modified AASHTO maximum density be as follows:

- For C3 cemented natural gravel : 250 kPa minimum
- For C4 cemented natural gravel : 200 kPa minimum"

PSME 3.3.1 General

Add the following to this subclause:

"Where reference is made in this specification or the Standard Specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement-composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the Standard Specifications to different cement types, the following new names shall be used as a guide but must be confirmed by the Engineer.

Cement Grade	Cement Type	Approximate product name	old	New Alpha	New Blue Circle	New NPC	New PPC	New Slagment
52.5	CEM I	Rapid hardening		Rapid Hard	Duracast	Eagle Super		-
42.5R	CEM I	Rapid hardening		-	-	-		-
42.5	CEM I	OPC*		Portland Cement	Duratech	-	OPC	-
	CEM I	LASRC		-	-	-	LASRC	-
	CEM II A-S	PC15SL		-	-	Eagle Plus	-	-

Cement Grade	Cement Type	Approximate product name	old	New Alpha	New Blue Circle	New NPC	New PPC	New Slagment
	CEM II B-S	RH30SL			-	Eagle Plus	-	-
32.5R	-	-	-	-	-	-	-	-
32.5	CEM II A-V	PC15FA	All – purpose cement	-	-	-	Surebuild	-
	CEM II A-W	PC15FA	-	-	-	-	Surebuild	-
	CEM II A-L	-	All purpose cement	-	-	-	Surebuild	-
	CEM II B-V OR W	PC25FA/PFAC*	-	Structcrete	-	-	Surecrete	-
	CEM II B-V OR W	PC25FA/PFAC*	-	Duracrete	-	-	Surecrete	-
	CEM III A	PBFC	-	BFC	Eagle Pro	-	-	PBFG
	CEM III A	RHSL	-	-	-	-	-	RHSL
22.5	MC 22.5X	PFAC***	Multi-purpose cement	Durabuild	-	-	-	-
	MC 22.5X	PFAC***	-	Buildcrete	-	-	-	-
12.5	MC 12.5	Walcrete	Mortar cement	Walcrete	-	-	Masonry	-
	MC 12.5	Mortacem	-	-	-	-	-	-

PSME 5 CONSTRUCTION

PSME 5.1 PRECAUTIONS

Add the following to this subclause:

“No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient air temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking the necessary measures in this connection, and especially to refrain from stabilizing when such temperatures become probable.

When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.

All stabilized layers damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his own expense.

The Contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered.”

The Contractor shall at all times supply all workers exposed to chemical stabilizing agents with approved protective apparel, eyewear and masks, and no person without such apparel, eyewear and masks shall be permitted to work with or be exposed to the chemical agents. Precautionary measure shall also be taken to ensure that any livestock and the public will not be exposed to the chemical agents blown by the wind or under similar circumstances”

PSME 5.2 EXCAVATION

PSME 5.2.2 Borrow pits

Insert the words "designated by the Engineer and" between the words "pits" and "established" in the first line.

PSME 5.4.1 Placing

The compacted thickness of the subbase for the various areas shall be that shown on the drawings.

PSME 5.4.4 Compaction

Notwithstanding the requirements of Clause 5.4.4.2 the subbase shall be compacted to 96% of modified AASHTO maximum density, as the case may be.

PSME 6 TOLERANCES

PSME 6.1 DIMENSIONS, LEVELS, ETC.

PSME 6.1.1 General

Add the following to subclause 6.1.1:

"For layers, constructed of subbase quality material, on which the bituminous surface will be placed, the tolerance for dimensions and level shall be as set out in SABS 1200 MF Subclauses 6.1.2 to 6.1.6 inclusive."

PSME 6.3 STABILIZATION

Add the following:

"The coefficient of variation shall not exceed 0,3 (30%) for mixing in place and 0,2 (20%) for plant mixed material, calculated as follows :

$$\frac{S_n}{X_n} \times 100$$

Where:

Xn is the average and

Sn is the standard deviation of stabilizing content per lot"

"PSME 6.4* DIMENSION AND LEVEL CONTROL

The requirements of PSM 6.4 shall apply."

PSME 7 TESTING

PSME 7.3.3 Strength tests for stabilized material

Amend the contents of this clause to read as follows:

"The Contractor shall carry out tests on the stabilized material at the frequency specified in 7.2.1 and 7.2.2 and check that the material complies with PSME 3.2.1 (d) and (e).

PSME 8 MEASUREMENT AND PAYMENT

PSME 8.1 BASIC PRINCIPLES

Insert a semicolon in the first line of paragraph (b) after the words "will be paid for once only" and delete the rest of the paragraph.

Add the following to clause (d):

"A commercial source shall be held to include any off-site sources or borrow pits located by the Contractor. Further that no additional payment will be made for the temporary stockpiling of material from commercial sources, class of excavation, method of processing (except stabilizing), or for overhaul."

Add the following new clause after (d):

"(e)* The requirements of PSM 8.2 shall apply. The Contractor shall further make provision in the rates tendered for the construction of the subbase, for the cost of his own process control testing and the cost of complying with PSME 6.4."

PSME 8.3 SCHEDULED ITEMS

Replace the heading and contents of Clause 8.3.2 with the following:

"8.3.2 Construct subbase using material from stockpile Unit: m³

The rate tendered shall cover the cost of basic selection, loading from stockpiles, transporting, spreading, watering, compacting, final grading, complying with the tolerances, and testing.

No additional payment will be made for difficult work or hand operations in confined areas."

Replace the heading clause 8.3.3 with the following:

"PSME 8.3.3 Construct the subbase course/shoulders/gravel wearing course with material from commercial sources" Unit: m³

Add the following paragraph:

"No additional payment will be made for difficult work or hand operations in confined areas."

PSME 8.3.9 Overhaul (haul exceeding 2 km):

Replace the contents with the following:

"No haul will be paid."

PARTICULAR SPECIFICATIONS

The following particular specifications are included:

- **PA: Environmental Management**
- **PB: Health & Safety Specifications**

PARTICULAR SPECIFICATION: PA

PA ENVIRONMENTAL MANAGEMENT (COMPREHENSIVE)

PA 1 SCOPE

This Specification covers the requirements for controlling the impact of construction activities on the environment. It contains clauses that are generally applicable to the undertaking of civil engineering works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

All construction activities shall observe any relevant environmental legislation and in so doing shall be undertaken in such a manner as to minimise impacts on the natural and social environment.

PA 2 NORMATIVE REFERENCES

PA 2.1 SUPPORTING REFERENCES

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- a) Scope of Work;
- b) Construction Regulations, 2014, and
- c) Kouga Local Municipality Health and Safety Specification

PA 3 DEFINITIONS

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions shall apply:

Environment:

The surroundings within which humans exist and that are made up of:

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

Potentially hazardous Substance:

A substance that, in the reasonable opinion of the Employer's Agent, can have a deleterious effect on the environment.

Method Statement:

A written submission by the Contractor to the Employer's Agent in response to the Specification or a request by the Employer's Agent, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Employer's Agent when requesting the Method Statement, in such detail that the Employer's Agent is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to: construction procedures, materials and equipment to be used, transportation of equipment/materials to and from site, movement of equipment/material on site, storage of materials on site, containment (or action to be taken if containment is not possible) of leaks or

spills of any liquid or material that may occur, timing and location of activities, areas of non-compliance with the Specifications, and any other information deemed necessary by the Employer's Agent.

Reasonable :

Unless the context indicates otherwise, reasonable in the opinion of the Employer's Agent after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No107,1998).

Solid waste:

All solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

Contaminated water:

Water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/personnel wash areas.

Top material:

The top 150 mm of soil (topsoil) and root material of cleared vegetation.

PA 4 REQUIREMENTS

PA 4.1 MATERIALS

PA 4.1.1 Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chips, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

PA 4.1.2 Hazardous substances

Procedures detailed in the Material Safety Data Sheets (MSDSs) shall be followed in the event of an emergency situation.

Petroleum, chemicals, harmful and hazardous waste shall be stored in an enclosed and bunded area. This area shall be subject to the approval of the Employer's Agent. The waste shall be disposed of at a hazardous waste disposal site as approved by the Employer's Agent.

PA 4.1.2.1 Shutter oil and curing compound

Shutter oil and curing compound pose a risk of causing water and soil contamination and accordingly are regarded as potential hazardous substances. The Contractor shall ensure that shutter oil and curing compound containers in use are stored within the fuel bund. The remaining containers shall be inspected regularly to ensure that no leakage occurs. When shutter oil or curing compound is dispensed, the proper dispensing equipment shall be used, and the storage container shall not be tipped in order to dispense the oil/compound. The dispensing mechanism of the shutter oil/curing compound storage container shall be stored in a waterproof container when not in use.

Shutter oil and curing shall be used in moderation and shall be applied under controlled conditions using appropriate equipment. The Contractor shall take all reasonable precautions to prevent accidental and incidental spillage during the application of these compounds.

In the event of a shutter oil or curing compound spill, the source of the spillage shall be isolated, and the spillage contained. The Contractor shall clean up the spill, either by removing the contaminated soil or by the application of absorbent material in the event of a larger spill. Treatment and remediation of the spill area shall be undertaken to the reasonable satisfaction of the Employer's Agent.

PA 4.1.2.2 Bitumen

The Employer's Agent shall be advised of the area that the Contractor intends using for the storage of bitumen drums/ products. The storage area shall have a smooth impermeable (concrete or 250 µm plastic covered in sand) floor. The floor shall be bunded and sloped towards a sump to contain any spillages of substances. The bund shall be inspected and emptied daily, and serviced when necessary. The bund shall be closely monitored during rain events to ensure that it does not overflow.

PA 4.2 PLANT

PA 4.2.1 Ablution facilities

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited. The Contractor shall prevent any littering on site and ensure that staff disposes of all litter (including leftover foodstuff) in the bins provided.

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

PA 4.2.2 Solid waste management

The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Solid, non-hazardous waste shall be disposed of in the bins provided and no on-site burying, dumping or burning of any waste materials, vegetation, litter or refuse shall occur. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer's Agent has approved.

All solid waste shall be disposed of offsite at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

PA 4.2.3 Contaminated water

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water. The Contractor shall prevent the discharge of water contaminated with any pollutants, such as soaps, detergent, cements, concrete, lime, chemicals, glues, solvents, paints and fuels, into the environment.

The Contractor shall notify the Employer's Agent immediately of any pollution incidents on Site. The Employer's Agent approval is required prior to the discharge of contaminated water to the Municipal sewer system.

PA 4.2.4 Site structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

PA 4.2.5 Noise control

The applicable regulations framed under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the provisions of SANS 1200 A Subclause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens, and the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant such that the noise level in inhabited areas and dwellings adjacent to the work areas will not increase by more than 7 dB(A)Leq 60 above residual background sound levels. Similarly in habituated areas adjacent to access roads maximum noise levels shall not exceed 60 dB(A)Leq 60 and maximum sound pressure level of 70 dB(A).

Where excess noise generation is unavoidable, the Contractor shall, by means of barriers, effectively isolate the source of any such noise in order to comply with the said regulations. The Contractor shall restrict any of his operations that may result in undue noise disturbance to those communities and dwellings abutting the Site to the hours of 08:00 to 17:00 on weekdays and Saturdays. No work will be permitted on Sundays unless otherwise agreed to with the Employer's Agent.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc. shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

PA 4.2.6 Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

PA 4.2.7 Fuel (petrol and diesel) and oil

Unless otherwise specified in the Specification Data, fuel may be stored on site in an area approved by the Employer's Agent. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowsters. The tanks/bowsters shall be situated on a smooth impermeable surface (concrete or 250 µm plastic) with an earth bund (plastic must have a 5 cm layer of sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 130% of the total capacity of all the storage tanks/ bowsters. The bunded area shall be covered to protect it from rain. Provision shall be made for refuelling at the fuel storage area, by protecting the soil with 250 µm plastic covered with a minimum of a 5 cm layer of sand.

If fuel is dispensed from 200 litre drums, only empty externally clean drums may be stored on the bare ground. All empty externally dirty drums shall be stored on an area where the ground has been protected. The proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism of the fuel storage drum shall be stored in a waterproof container when not in use.

The Contractor shall prevent unauthorised access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Where reasonably practical, plant shall be refuelled at the fuel storage area or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the Employer's Agent prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 ℓ of hydrocarbon liquid spill. The Contractor shall obtain the Employer's Agent prior approval for any refuelling or maintenance activities.

PA 4.2.8 Workshop, equipment maintenance and storage

Leaking equipment shall be repaired immediately or removed from the Site. Where practical, all maintenance of equipment and vehicles on Site shall be performed off Site or in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Employer's Agent prior to commencing activities. The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Employer's Agent approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or 250 µm plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil).

When servicing equipment on site, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles). Drip trays shall be inspected and emptied daily. Drip trays shall be closely monitored during rain events to ensure that they do not overflow. Where practical, the Contractor shall ensure that equipment is covered so that rainwater is excluded from the drip trays.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken off Site or in the workshop. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

PA 4.2.9 Dust

The Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Employer's Agent. The Contractor's dust management planning shall, as a minimum, take cognisance of the following:

- Schedule of spraying water on unpaved roads paying due attention to control of runoff.
- Speed limits for vehicles on unpaved roads and minimisation of haul distances.
- Measures to ensure that material loads are properly covered during transportation.
- Schedule for wheel cleaning and measures to clean up public roads that may be soiled by construction vehicles.
- Minimisation of the areas disturbed at any one time and protection of exposed soil against wind erosion, e.g. by dampening with water or covering with straw
- Location and treatment of material stockpiles taking into consideration prevailing wind directions and location of sensitive receptors.
- Controlled blasting techniques to minimise dust and fly rock during blasting.
- Adherence to the dust loads and protective gear stipulated in the Occupational Health and Safety Act.
- Reporting mechanism and action plan in case of excessive wind and dust conditions.

During summer, a water tanker shall be permanently available for the control of dust generation, and the Contractor shall ensure that the sprays do not generate excess run off. During winter, provision shall be made for a tanker, as required by the Employer's Agent.

During high wind conditions, the Contractor shall comply with the Employer's Agent instructions regarding dust-damping measures. The Employer's Agent may request the temporary cessation of all construction activities where wind speeds are unacceptably high, and until such time as wind speeds return to acceptable levels.

Vehicle speeds should not exceed 20km/h on dirt roads or when traversing unconsolidated or non-vegetated areas. Contractors shall develop and implement a programme for the monitoring of dust fallout in areas where dust generation may be expected.

PA 4.3 METHODS AND PROCEDURES

PA 4.3.1 Method Statements

Any Method Statement required by this Specification, the Specification Data or the Employer's Agent shall be produced within such reasonable time as is required by this Specification, the Specification Data or the Employer's Agent. The Contractor shall not commence the activity until the Method Statement has been approved. Except in

the case of emergency activities, the Contractor shall allow a period of two weeks for approval of the Method Statement by the Employer's Agent. Such approval shall not unreasonably be withheld.

Method Statements in respect of environment management that shall be provided by the Contractor within 14 days of receipt of the letter of acceptance and prior to the activity covered by the Method Statement being undertaken, include:

- 1) Location and structure of the fuel storage site, including the type and volume of storage container and the design and capacity of the bund.
- 2) Contaminated water management system, including an indication of the source and volume of contaminated water and how this would be disposed of.
- 3) Dust control, including methods to prevent dust generation and methods to reduce dust where its generation is unavoidable.
- 4) Location and layout of the construction camp in the form of a plan showing offices, stores for fuels and explosives, vehicle parking, access point, equipment cleaning areas and staff toilet placement.
- 5) Location of proposed site access routes and proposed traffic safety measures.
- 6) Emergency procedures for fire, and accidental leaks and spillages of hazardous materials.
- 7) Location, layout and preparation of cement/ concrete batching facilities including be minimised and cleared.
- 8) Method of undertaking earthworks, including spoil management, erosion, dust and noise controls.
- 9) Motivation and method for undertaking any construction related activities within a "no-go" area, including requisite emergency procedures. Unless need clearly motivated and proposed methodology exhibits clear focus on environmentally sensitive construction practice, no activity will be permitted within the defined "no-go" areas.

PA 4.3.2 Environmental awareness training

Not applicable on this Contract.

PA 4.3.3 Construction personnel information posters

Not applicable on this Contract.

PA 4.3.4 Site clearance

The Contractor shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the Works. Site clearance shall occur in a planned manner and cleared areas shall be stabilised as soon as possible. The detail of vegetation clearing shall be to the Employer's Agent approval. All cleared vegetation shall either be mulched and mixed into the topsoil stockpiles or disposed of at an approved disposal site. The disposal of vegetation by burying or burning is prohibited without the requisite permit from the local authority.

The Contractor shall strip the Top material within the working areas. The Top material shall be stockpiled separately from subsoil and used for subsequent rehabilitation and revegetation. Top material stockpiles shall not be compacted.

Should fauna be encountered during site clearance, earthworks shall cease until fauna have been safely relocated.

PA 4.3.5 Site division

The Employer's Agent shall be advised of the area that the Contractor intends using for his site establishment. The Contractor's camp shall occupy as small an area as possible, and no site establishment shall be allowed within 50 m of any watercourse unless otherwise approved by the Employer's Agent.

The Contractor shall inform the Employer's Agent of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for neighbours.

PA 4.3.6 Site demarcation

As required by the Specification Data, the Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations directed by the Employer's Agent. Such fences shall, if so specified, be erected before undertaking designated activities.

PA 4.3.7 "No go" areas

If so required by the Specification Data, certain areas shall be considered "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no unauthorised entry, stockpiling, dumping or storage of equipment or materials shall be allowed within the demarcated "no go" areas.

"No go" areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centres with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of construction and ensure that the danger tape does not become dislodged.

PA 4.3.8 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Employer's Agent. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Employer's Agent.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

PA 4.3.9 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorisation.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, they shall be stored, handled and applied with due regard to their potential harmful effects.

PA 4.3.10 Protection of archaeological and paleontological remains

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Employer's Agent immediately of such a discovery and carry out the Employer's Agent instructions for dealing therewith. All

construction within the vicinity of the discovery shall cease immediately and the area shall be cordoned off until such time as the Employer's Agent authorises resumption of construction in writing.

The Employer's Agent will contact the relevant heritage authority.

PA 4.3.11 Access routes/ haul roads

Access to the Construction camp and working areas shall utilise existing roads or tracks. Entry/exit points onto public roads shall take cognisance of traffic safety. Traffic safety measures shall include appropriate signage and signalmen where relevant.

On the Site, and, if so required by the Specification Data, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition, such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500 m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/h.

Mud and sand deposited onto public roads by construction activities shall be cleared on a daily basis.

PA 4.3.12 Cement and concrete batching

Where applicable, the location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) shall be as approved by the Employer's Agent. The concrete/cement batching plant shall be kept neat and clean at all times.

No batching activities shall occur directly on unprotected ground. The batching plant shall be located on a smooth impermeable surface (concrete or 250 µm plastic covered with 5 cm of sand). The area shall be bunded and sloped towards a sump to contain spillages of substances. All wastewater resulting from batching of concrete shall be disposed of via the contaminated water management system and shall not be discharged into the environment. Contaminated water storage areas shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented

Empty cement bags shall be stored in weatherproof containers to prevent windblown cement dust and water contamination. Empty cement bags shall be disposed of on a regular basis via the solid waste management system, and shall not be used for any other purpose. Unused cement bags shall be stored so as not to be affected by rain or runoff events. In this regard, closed steel containers shall be used for the storage of cement powder and any additives. The Contractor shall ensure that sand, aggregate, cement or additives used during the mixing process are contained and covered to prevent contamination of the surrounding environment.

The Contractor shall take all reasonable measures to prevent the spillage of cement/ concrete during batching and construction operations. During pouring, the soil surface shall be protected using plastic and all visible remains of concrete shall be physically removed on completion of the cement/ concrete pour and appropriately disposed of. All spoiled and excess aggregate/ cement/ concrete shall be removed and disposed of via the solid waste management system.

Where "readymix" concrete is used, the Contractor shall ensure that the delivery vehicles do not wash their chutes directly onto the ground. Any spillage resulting from the "readymix" delivery shall be immediately cleared and disposed of via the solid waste management system.

PA 4.3.13 Earthworks

All earthworks shall be undertaken in such a manner so as to minimise the extent of any impacts caused by such activities, particularly with regards to erosion and dust generation. No equipment associated with earthworks shall be allowed outside of the Site and defined access routes unless expressly permitted by the Employer's Agent.

PA 4.3.14 Pumping

Pumps shall be placed over a drip tray in order to contain fuel spills and leaks. The Contractor shall take all reasonable precautions to prevent spillage during the refuelling of these pumps.

The Contractor shall ensure that none of the water pumped during any dewatering activities, including well points, is released into the environment without the Employer's Agent approval. The Employer's Agent approval is required prior to the discharge of this water into the Municipal sewer system.

PA 4.3.15 Bitumen

Over spray of bitumen products outside of the road surface and onto roadside vegetation or the surrounding environment shall be prevented using a method approved by the Employer's Agent.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating of bitumen products shall only be undertaken using LPG or similar zero emission fuels and appropriate firefighting equipment shall be readily available.

Stone chip/gravel excess shall not be left on road / paved area verges. This shall be swept / raked into piles and removed to an area approved by the Employer's Agent.

Water quality from runoff from new/ fresh bitumen surfaces will be monitored visually by the Employer's Agent and remedial actions taken where necessary by the Contractor.

PA 4.3.16 Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Employer's Agent immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

PA 4.3.17 Emergency procedures

The Contractor's procedures for the following emergencies shall include:

i) Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the emergency procedure(s) to be followed for dealing with spills and leaks, which shall include notifying the Employer's Agent and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Employer's Agent.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

PA 4.3.18 Community relations

Where applicable, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Employer's Agent.

Where applicable, the Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself. The Contractor shall erect and maintain an information board at the access gate to the Site Office.

PA 4.3.19 Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Employer's Agent. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Employer's Agent.

Any runnels or erosion channels developed during construction or during the defects liability period shall be backfilled and compacted. Stabilisation of cleared areas to prevent and control erosion shall be actively managed. Consideration and provision shall be made for various methods, namely, brushcut packing, mulch or chip cover, straw stabilising (at a rate of one bale/ 20 m² and rotovated into the top 100 mm of the completed earthworks), watering, soil binders and anti-erosion compounds, mechanical cover or packing structures (e.g. Hessian cover).

Traffic and movement over stabilised areas shall be restricted and controlled, and damage to stabilised area shall be repaired and maintained to the satisfaction of the Employer's Agent.

PA 4.3.20 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

PA 4.3.21 Recreation

If so required by the Specification Data, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

PA 4.3.22 Access to site

The Contractor shall ensure that access to the Site and associated infrastructure and equipment is off-limits to the public at all times during construction. If so required, as directed by the Employer's Agent, the Contractor shall fence the site to ensure effective control of access to the site. This fence shall be a diamond mesh fence or similar with a minimum height of 1.8 m, and it shall be erected around the site and shall be maintained for the duration of construction.

PA 4.3.23 Crane operations

Drive plants shall be well maintained and drip trays shall be positioned at potential leak areas. Over-greasing of crane cables shall be avoided.

Movement and lifting of hazardous materials shall be undertaken such that they do not cause a pollution, spillage or safety risk (in particular where concrete buckets are in use).

PA 4.3.24 Trenching

Trenching for services shall be undertaken in accordance with the engineering specifications with the following environmental amplifications, where applicable:

- a) Soil shall be excavated and used for refilling trenches i.e. soil from the first trench shall be excavated and stockpiled, thereafter soil from the second excavated trench length shall be used to backfill the trench behind it once the services have been laid. The last trench shall be filled using the soil stockpiled from the first trench.
- b) Trench lengths shall be kept as short as practically possible before backfilling and compacting.
- c) Trenches shall be re-filled to the same level as (or slightly higher to allow for settlement) the surrounding land surface to minimise erosion.

PA 4.3.25 Demolition

Hazardous and non-hazardous materials shall be separated at site and disposed of in a manner approved by the Employer's Agent.

All buildings older than 60 years require a permit from South African Heritage Resources Agency in terms of the National Heritage Resources Act (no. 25 of 1999). A demolition permit is also required from the local authority in terms of the National Building Regulations.

PA 4.3.26 Drilling and jack hammering

The Contractor shall take all reasonable measures to limit dust generation and noise as a result of drilling operations. The Contractor shall ensure that no pollution results from drilling operations, either as a result of oil and fuel drips, or from drilling fluid.

Any areas or structures damaged by the drilling and associated activities shall be rehabilitated by the Contractor to the satisfaction of the Employer's Agent.

PA 4.3.27 Stockpiling

The Employer's Agent will identify suitable sites for stockpiling. Stockpiles shall be convex in shape, shall be no higher than 2 m and shall be located so as to cause minimal disturbance. Stockpiles shall be so placed to occupy minimum width compatible with the natural angle of repose of material, and measures shall be taken to prevent the material from being spread over too wide a surface. Where required, appropriate precautions shall be taken to prevent the erosion and limit the compaction of the stockpiles. The Contractor shall ensure that all stockpiles do not cause the damming of water or run off, or is itself washed away.

Top material stockpiles shall not be covered with any material (e.g. plastic) that may kill seeds or cause it to compost. If the stockpiles start to erode significantly or cause dust problems, they shall be covered with hessian. Where practical, Top material shall not be left for longer than six to eight months before being used for rehabilitation. If stored for longer than six months, the Top material shall be analysed and, if necessary, upgraded before placement.

PA 4.3.28 Site closure and rehabilitation

Any areas that the Employer's Agent believes may have been impacted upon or disturbed, shall be rehabilitated to the satisfaction of the Employer's Agent, which includes all areas where Topmaterial has been stripped. Once construction is complete the Contractor shall clear everything from the Site not forming part of the Permanent Works. The area to be rehabilitated shall first be landscaped to match the topography of the surrounding area as it was prior to construction. The composition of vegetation to be used for any rehabilitation shall be as specified in the Specification Data.

The Contractor may not use herbicides, pesticides, fertilisers or other poisonous substances for the rehabilitation process unless otherwise agreed with the Employer's Agent.

All rehabilitated areas shall be considered “no go” areas and the Contractor shall ensure that none of his staff or equipment enters these areas.

The Contractor shall undertake to remove all alien vegetation re-establishing on the area and shall implement the necessary temporary or permanent measures to combat soil erosion.

PA 4.3.29 Temporary revegetation of the areas disturbed by construction.

Where there is likely to be a delay of greater than two weeks in the landscaping and revegetation of a disturbed area or where that site is likely to be the subject of further construction activities at a later stage, the Contractor shall ensure that the area is temporarily revegetated to combat dust generation and prevent erosion. This revegetation shall occur incrementally immediately upon completion of the construction activities at the subject location.

Prior to revegetation structures and material not forming part of the Permanent Works, including remnants of building materials, concrete foundations, timber and other foreign debris, shall be removed and disposed of via the solid waste management system. The area shall be revegetated as follows:

- a) The surface shall be levelled by hand or machine as far as practically possible.
- b) Alien vegetation shall be cleared by cutting the plants off at ground level and painting the stump with 0.5% Garlon in diesel.
- c) For areas with a slope of greater than 1:3, straw shall be utilised as a binding material to stabilise the soil during revegetation and rehabilitation of the site. Straw shall consist of natural, dried fibres of hay or chaff of various lengths between 50 mm and 400 mm, delivered to Site in bales and shall be applied evenly by hand or machine at a rate of 1 bale per 20 m² over the area to be revegetated. It shall then immediately be rotovated into the upper 100 mm layer of soil.
- d) The prepared area shall be hydro- or hand-seeded at a rate of 40 kg/ha using Rye grass (*Lolium multiflorum*). In the event of hand-seeding, the seed mixture as specified shall be mixed with two parts per volume of clean dry plaster sand, then divided in half and applied evenly in two successive applications, one after the other, by means of an approved hand seeding machine (known colloquially as a “tefsaaier”). On completion of the seeding the surface shall be lightly raked to cover the seed with no more than 5 mm of soil.
- e) Water used for the irrigation of vegetated areas shall be free of pollutants that will have a detrimental effect on the plants. The vegetated area shall only be watered once, immediately following seeding. Watering should be carried out from a tanker, using a fine nozzle spray to avoid erosion and disturbance of the vegetation. Water for irrigation purposes may not be drawn from any water body.

No construction equipment, vehicles or unauthorised personnel shall be allowed onto areas that have been vegetated. Only persons or equipment required for the preparation of areas, application of fertiliser and maintenance of revegetated area shall be allowed to operate on these areas.

PA 4.3.30 Temporary site closure

If the site is closed for a period exceeding one week, the Contractor, in consultation with the Employer’s Agent shall carry out the following checklist procedure.

Hazardous materials stores

Outlet secure/ locked
Bund empty (where applicable)
Fire extinguishers serviced and accessible
Secure area from accidental damage e.g. vehicle collision
Emergency and contact details displayed
Adequate ventilation

Safety

All trenches and manholes secured
Fencing and barriers in place as per the Occupational Health and Safety Act (No 85 of 1193)
Emergency and management contact details displayed
Pipe stockpile wedged/ secured

Erosion

Wind and dust mitigation in place
Slopes and stockpiles at stable angle
Revegetated areas watering schedules and supply secured

Water contamination and pollution

Cement and materials stores secured
Toilets empty and secured
Refuse bins empty and secured
Drip trays empty and secure (where possible)
Structures vulnerable to high winds secure

PA 5 COMPLIANCE WITH REQUIREMENTS AND PENALTIES

PA 5.1 COMPLIANCE

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Employer's Agent to certify the imposition of a penalty as detailed below.

PA 5.2 Penalties

Penalties will be issued for certain transgressions. Penalties may be issued per incident at the discretion of the Employer's Agent. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with this Specification. The Employer's Agent will inform the Contractor of the contravention and the amount of the penalty, and shall be entitled to deduct the amount from monies due under the Contract.

Penalties will be issued for the transgressions listed below. Penalties may be issued per incident at the discretion of the Employer's Agent. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Employer's Agent will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Penalties for the activities detailed below, will be imposed by the Employer's Agent on the Contractor.

- | | | |
|----|---|---------|
| a) | Any employees, vehicles, plant, or thing related to the Contractor's operations operating within the designated boundaries of a "no-go" area. | R 2 000 |
| b) | Persistent and un-repaired oil leaks from machinery. | R 1 000 |
| c) | Persistent failure to monitor and empty drip trays timeously. | R 1 000 |
| d) | The use of inappropriate methods for refuelling. | R 1 000 |
| e) | Litter on site associated with construction activities. | R 500 |
| f) | Deliberate lighting of fires on site. | R 5 000 |
| g) | Failure to implement specified noise controls, particularly during blasting | R 1 000 |
| h) | Failure to empty waste bins on a regular basis. | R 1 000 |

- | | | |
|----|--|---------|
| i) | Inadequate dust control. | R 2 500 |
| j) | Employees urinating or defecating anywhere on site other than the site ablution facilities. | R 500 |
| k) | A spillage, pollution, fire or any damage to any water course or surrounding environment resulting from negligence on the part of the Contractor or his staff. | R 5 000 |

For each subsequent similar offence the fine will be doubled in value to a maximum value of R 30 000.

The Employer's Agent shall be the judge as to what constitutes a transgression in terms of this clause, subject to the provisions of Clause 10.2.1 of the General Conditions of Contract. In the event that transgressions continue the Contractor's attention is drawn to the provisions of Subclauses 4.11 and 9.2.1 of the General Conditions of Contract under which the Employer's Agent may remove an individual from site or terminate the Contract.

PA 5.3 Removal from site and suspension of Works

The Employer's Agent may instruct the Contractor to remove from Site any person(s) who in their opinion is guilty of misconduct, or is incompetent, negligent or constitutes an undesirable presence on Site. Subclause 4.1.9 of this Specification requires that all Plant be in good working order, and accordingly the Employer's Agent may order that any Plant not complying with the Specifications be removed from Site. Where the Employer's Agent deems the Contractor to be in breach of any of the requirements of this Specification, he may order the Contractor to suspend the progress of the Works or any part thereof.

PA 6 TOLERANCES

Not applicable.

PA 7 TESTING/QUALITY CONTROL

Not applicable.

PA 8 MEASUREMENT AND PAYMENT

PA 8.1 BASIC PRINCIPLES

PA 8.1.1 General

Except as specified below, or as billed, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Bill of Quantities completed by the Contractor when submitting his tender.

PA 8.1.2 All requirements of the environmental management specification

All work not measured elsewhere, associated with complying with any requirement of this Environmental Management specification will be measured and paid as a sum.

The tendered sum shall cover the cost of with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the Works as specified, described in the Bill of Quantities or shown on the Drawing(s).

PA 8.1.3 Work "required by the Specification Data"

Where a clause in this Specification includes a requirement as "required by the Specification Data", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Specification Data.

PA 8.2 BILLED ITEMS

PA 8.2.1 Method Statements: Additional work

No separate measurement and payment will be made for the provision of Method Statements but, where the Employer's Agent requires a change on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment in excess of that warranted by the Specifications, then any additional work required, provided it could not reasonably have been foreseen by an experienced contractor, shall be valued in accordance with the Clause in the General Conditions of Contract dealing with Provisional Sums.

A stated sum is provided in the Bill of Quantities to cover payment for such additional work.

PA 8.2.2 All requirements of the environmental management specificationUnit: Sum

All other work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum.

The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

PA 8.2.3 Preparing areas for grassing

All cuts, fills and landscaped areas which are to be grassed, shall be prepared as follows:

PA 8.2.3.1 Areas not requiring topsoil

Where the areas to be grassed consist of organically suitable material, they shall be scarified by hand raking to a minimum depth of 50 mm. All loose stones larger than 30 mm on areas to be mowed by machine and all stones larger than 75 mm on other areas shall be removed from these areas.

PA 8.2.3.2 Areas requiring topsoil

Where areas to be grassed consist of organically unsuitable material, the surface shall be roughened sufficiently to ensure a proper bond between topsoil and slope face. Topsoil shall be placed on the prepared areas and trimmed to a uniform thickness which shall nowhere after grassing and watering be less than 75 mm.

The topsoil shall be scarified by means of hand raking and all stones removed as specified for areas not requiring topsoil in Clause PA 8.2.3.1 above.

PA 8.2.3.3 Fertilising

The Contractor shall have the top 75 mm of the prepared surfaces tested to determine the amount and type of fertiliser required for establishing proper growth conditions for the grass. The fertiliser shall be evenly applied over all surfaces where grass cuttings are to be planted, and shall then be thoroughly mixed with the soil to a depth of 75 mm manually. Where hydro seeding is to be performed, the fertiliser may be mixed with the cellulose pulp and water used in hydro seeding.

PA 8.2.3.4 General

Preparation of areas for grassing shall not be performed until all work requiring road building equipment has been completed. Only equipment required for preparation of the areas, application of fertiliser and spreading of topsoil shall be allowed to operate on the areas to be grassed.

Grassing and hydro seeding shall be undertaken in the months from September to December even though it might fall in the maintenance period. No additional payment will be made for re-establishment or any other costs. The Contractor shall allow for same in the rate tendered.

PA 8.2.4.1 The unit of measurement for scarifying shall be the hectare of surface scarified and cleared of stones as specified in Clause PA 8.2.3. Only areas scarified on written instructions of the Engineer shall be measured.

The tendered price for each hectare scarified shall include for carrying out the work as specified including the removal of any over-size stones and levelling off and smoothing out the surface.

PA 8.2.4.2 The unit of measurement for provision and application of topsoil shall be the cubic metre of topsoil, measured in situ after the topsoil has been applied. The quantity shall be calculated from the nett area of the surface of the areas topsoiled, and the average thickness of the topsoil measured after the grass has been planted or the area hydro seeded. Any topsoil placed in excess of that ordered will not be measured.

The tendered price for each cubic metre of topsoil shall include for excavating the topsoil, any royalties that may be payable, transport (except overhaul), placing the topsoil and spreading it to the specified thickness and levelling off and smoothing the surface.

Payment shall distinguish between topsoil obtained from designated areas within the work area reserve or from borrow pit areas and topsoil supplied by the Contractor from other sources if sufficient topsoil is not available from the abovementioned areas.

PA 8.2.4.3 Stockpiling of topsoil will be measured in cubic metres as defined above in situ on the grassed areas. Stockpiling will only be measured provided the Engineer's prior approval in writing has been obtained to stockpile the topsoil.

The tendered price for each cubic metre of stock piled topsoil shall include for the extra work and expense involved in stockpiling the material rather than taking it directly from the place of excavation to the point of final use.

PA 8.2.4.4 The unit of measurement for fertilisers ordered and applied shall be the tonne of each type of fertiliser used.

The tendered price for each tonne or fraction thereof of fertilisers shall include for furnishing, spreading and mixing the fertilisers into the layer of scarified soil or topsoil.

PA 8.2.4.5 The unit of measurement for providing and planting of grass sods shall be the square area (m²) of established grass having an acceptable cover.

Upon completion of planting grass, an interim payment of 50% of the value of the work done shall be made. Thereafter no further payments shall be made until the grass has been established and has an acceptable cover.

PA 8.2.4.6 The unit of measurement for the mowing of grass shall be the hectare measured each time the grass has been cut on instruction of the Engineer.

The tendered price shall include for all plant, equipment and labour required for each cutting of the grass and disposal of grass cuttings, i.e., payment will be made every time the grass has been cut on instruction of the Engineer.

PA 9 MEASUREMENT AND PAYMENT

A lump sum shall be tendered for trimming of site. Payment shall only be effected after issuing of the practical completion certificate and under no circumstances will part payments be made while construction works is still in progress.

PARTICULAR SPECIFICATION: PB

PB HEALTH AND SAFETY SPECIFICATIONS

The site-specific H & S Specifications compiled by Safe Working Practice are attached as Appendix A

C3.5: MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS**C3.5.1.1 Applicable SANS standards**

As specified under Clause C3.4

C3.5.1.2 Particular / generic specifications

As specified under Clause C3.4

C3.5.1.3 Planning and Programming

Refer Clause 5.6 of the Conditions of Contract.

If the programme submitted by the Contractor in terms of Clause 5.6 of the Conditions of Contract has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clauses 5.12 of the Conditions of Contract or within a granted extension of time.

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

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

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

C3.5.1.4 Sequence of the works

To be determined by the Contractor.

C3.5.1.5 Software application for programming

Not applicable.

C3.5.1.6 Methods and Procedures

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

C3.5.1.7 Quality plans and control

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

C3.5.1.8 Environment

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

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

The Contractor shall carry out, erect and maintain such temporary works and provide all temporary road signs, pipes, deviations, warning boards, barricades, signs, lighting and demarcations and the like, as are necessary to maintain and safeguard the normal flow of public and private vehicular and pedestrian traffic.

Work shall be undertaken in accordance with the S.A. Road Traffic Signs Manual and Road Signs Note No. 13, Roadwork (CSRA-CUTA Road Traffic Signs Sub-Committee).

C3.5.1.10 Recording of weather

Refer C3.4.10.

C3.5.1.11 Format of communications

All contractual communication shall be in writing.

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

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

The above-mentioned shall be kept on Site and shall be accessible to the Employer's Agent at all times.

C3.5.1.12 Key personnel

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

C3.5.1.13 Management meetings

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

Monthly Contract meeting shall be held on site. This meeting shall be chaired by the Employer's Agent.

C3.5.1.14 Forms for contract administration

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

C3.5.1.15 Electronic payments

The Contractor must ensure that all interim payment certificates are accompanied by a Tax Invoice, with the Contractor's and the Employer's VAT Registration numbers printed thereon, to ensure timeous payment of the certificate. Contractors must allow 30 days from date of invoice for the payment to be effected.

Contractors wishing to be paid electronically must ensure that their correct banking details are also printed on their Tax Invoice.

C3.5.1.16 Daily records

A complete set of daily records indicating labour and plant on site, weather, work performed and any safety incidents, is to be kept on site and must be available for perusal by the Employer's Agent at all times.

C3.5.1.17 Bonds and guarantees

As specified elsewhere.

C3.5.1.18 Payment certificates

As specified elsewhere.

C3.5.1.19 Permits

Not applicable.

C3.5.1.20 Proof of compliance with the law

As specified elsewhere.

C3.5.1.21 Insurance provided by the employer

As specified elsewhere.

C3.5.1.22 "As built information"

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be surveyed after construction and indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings at no cost, from the Employer's Agent. The Contractor must provide as-built survey information in digital format. In addition, the Contractor shall provide a copy of all quality control test results signed off by the Employer's Agent as part of the as-built information submission.

The Completion Certificate shall only be issued after the Employer's Agent has received a properly completed set of "As Built" drawings and signed off test results from the Contractor. This set of information shall be approved and signed by the Contractor's Contracts Manager. A separate measurement item has been allowed for under Section 1 of the Bill of Quantities to fulfil the requirements of this clause. No additional payment will be entertained as a result of this requirement.

C3.5.1.23 Testing

Process control

The Contractor shall arrange for all tests required for process control to be done by an accredited laboratory acceptable to and approved by the Employer's Agent.

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

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C3.5.1.24 Management of EME's/QSE's

The monthly fee shall include full compensation for all guidance, mentoring, training, supervision, setting out and monitoring activities that may be deemed necessary to ensure the Works carried out by EME's/QSE's are in accordance with the technical and OHS specifications and within the agreed timeframes.

C3.5.1.25 Provisional Sum for the Variation in Rates

Works packages will be negotiated with the EMEs/QSEs and any variance in the Contractor's agreed rates and the EMEs/QSEs rates, both positive and negative will be set off under a provisional item included in the Preliminary and General section of the Bill of Quantities.

C3.5.2 HEALTH AND SAFETY

The Contractor shall comply with the Employers health and safety specifications as specified in Particular Specification PD.

C3.5.2.1 Health and safety requirements and procedures of the employer

- (a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:
 - (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
 - (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
 - (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
 - (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
 - (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details

in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.

- (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 (Notice No 10113, dated 7 February 2013) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented coherent site specific health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.
- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.4: Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 5(1) of the Construction Regulations 2014).

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

C3.5.2.2 Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

C3.5.2.3 Barricades and lighting

As specified elsewhere.

C3.5.2.4 Traffic control on roads

As specified elsewhere.

C3.5.2.5 Measures against disease and epidemics

As specified elsewhere.

C3.5.2.6 Aids awareness

Not applicable.

THE CONTRACT

PART 4 (OF 4): SITE INFORMATION

C4.1 Scope

C4.2 Nature of ground and sub-soil conditions

C4.1 SCOPE

For the purposes of the Contract, it will be deemed that, prior to submitting his Tender, the Contractor has acquainted himself fully with the information and data provided within the specifications.

The Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

C4.2 SUB-SOIL CONDITIONS

Test pits were carried out along the road with the results shown below.

Material on site is expected to vary between sandy material and hard rock. The latter material should be excavatable by using an excavator however the use of a mechanical breaker is envisioned.

C4.3 FINISHING-OFF OF THE SITE

The site shall be finished-off in accordance with the specifications and to the satisfaction of the Employer's Agent.

TOSCALAB (Pty) Ltd.		112 Park Drive, Central, PE, 6001 PO Box 27067, Greenacres, PE, 6057 Tel: +27 (0)41 487-3130 • Fax: +27 (0)41 487-3160 E-mail: info@toscalab.co.za ISO/IEC 17025 ACCREDITED		sanas Testing Laboratory T 0481	
CUSTOMER : MJM Consulting Engineers 26 4th Avenue, Newton Park, Port Elizabeth, 6070		DATE SAMPLED / RECEIVED: 24.08.2021 DATE : 31.08.2021 POSITION : S34°03'27.7" E024°55'23.1" JOB CARD NUMBER: C28751 DESCRIPTION : TEST HOLE 1 (Duine Road)		PROJECT : Kouga Municipality - La Mer Rising Main	
ATTENTION : Mr. M. Meiring					
INDICATOR / CBR RESULT SUMMARY					
SAMPLE NUMBER	DEPTH (mm)	PROFILING ONLY	Depth (mm)	Profile	
HRB CLASSIFICATION	108.0 mm		0-110	Slightly Moist, Dark Brown, Medium Dense, Intact, Topsoil with Grass, Transported	
TRH14 CLASSIFICATION	75.0 mm		110-410	Slightly Moist, Dark Olive, Medium Dense, Intact, Silty Gravelly Sand, Transported	
SIEVE ANALYSIS - SANS 3001 Test Method GR1	63.0 mm		410-700	Slightly Moist, Dark Brown, Medium Dense, Intact, Silty Sand, Transported	
PERCENTAGE PASSING	50.0 mm		700-1200	Slightly Moist, Dark Brown Speckled Olive, Medium Dense to Dense, Intact, Silty Sandy Calcrete, Transported	
	37.5 mm		1200-1500	Slightly Moist, Light Olive, Dense, Intact, Calcareous Bedrock, Transported	
	25.0 mm				
	20.0 mm	PROFILING ONLY			
	14.0 mm				
	5.00 mm				
	2.00 mm				
	0.425 mm				
	0.075 mm				
	0.060 mm				
	0.008 mm				
	0.0018 mm				
SOIL MORTAR ANALYSIS - SANS 3001 Test Method PHS					
COARSE SAND					
COARSE FINE SAND					
MEDIUM FINE SAND		PROFILING ONLY			
FINE FINE SAND					
PASSING 0.075mm					
GRADING MODULUS					
ATTERBERG LIMITS - SANS 3001 Test Method GR10					
LIQUID LIMIT		PROFILING ONLY			
PLASTICITY INDEX					
LINEAR SHRINKAGE					
C.B.R. - SANS 3001 Test Method GR30 - GR40					
MOD AASHTO (Kg/cm²)					
O.M.C. (%)					
C.B.R. @ 100%		PROFILING ONLY	1500-2000+		
C.B.R. @ 98%					
C.B.R. @ 95%					
C.B.R. @ 93%					
C.B.R. @ 90%					
SWELL (mm/tonne) 1%					
The above test results are pertinent only to the samples received and tested at the laboratory. This report shall not be reproduced, except in full, without the prior consent of Tosca Lab (Pty) Ltd. * Indicate non-accredited tests.					
2. The highlighted result is an interpretation of the direct comparison between the quoted specification and the single test sample result obtained.					
3. The results met/not met is based on an approximate 95% level of confidence with reference to ISO/IEC 98 - 4					
13.07.2021	Revision 4	Name:	Frederik Eijbers	Technical Signatory	Tosca Lab TSF 169

CUSTOMER: MJM Consulting Engineers
26 4th Avenue,
Newton Park,
Port Elizabeth,
6070
ATTENTION: Mr. M. Meiring

PROJECT: Kouga Municipality - La Mer Rising Main
DATE SAMPLED / RECEIVED: 25.08.2021
DATE: 31.08.2021
POSITION: S34°03'45.3" E024°55'22.0" E
JOB CARD NUMBER: C28751
DESCRIPTION: TEST HOLE 2 (Duine Road)

INDICATOR / CBR RESULT SUMMARY			
SAMPLE NUMBER	DEPTH (mm)	PROFILING ONLY	Profile
HRB CLASSIFICATION			
TRH14 CLASSIFICATION			
SIEVE ANALYSIS - SANS 3001 Test Method GR1			
106.0 mm			
75.0 mm			
63.0 mm			
50.0 mm			
37.5 mm			
28.0 mm			
20.0 mm			
14.0 mm			
5.00 mm			
2.00 mm			
0.425 mm			
0.075 mm			
0.060 mm			
0.0075 mm			
0.0018 mm			
SOIL MORTAR ANALYSIS - SANS 3001 Test Method PR5			
COARSE SAND			
COARSE FINE SAND			
MEDIUM FINE SAND			
FINE FINE SAND			
PASSING 0.075mm			
ATTERBERG LIMITS : SANS 3001 Test Method GR10			
LIQUID LIMIT			
PLASTICITY INDEX			
LINEAR SHRINKAGE			
C.B.R. : SANS 3001 Test Method GR30 - GR40			
MOD AASHTO (K _g /m ²)			
O.M.C. (%)			
C.B.R. @ 100%			
C.B.R. @ 98%			
C.B.R. @ 95%			
C.B.R. @ 93%			
C.B.R. @ 90%			
SWELL (MAASHTO %)			

The above test results are pertinent only to the samples received and tested at the laboratory. This report shall not be reproduced, except in full, without the prior consent of Tosca Lab (Pty) Ltd. * Indicate non-accredited tests
2. The highlighted result is an interpretation of the direct comparison between the quoted specification and the single test sample result obtained.
3. The results met/not met is based on an approximate 95% level of confidence with reference to ISO/IEC 98 - 4

Name: Frederik Ejbers
Technical Signatory

13.07.2021

Revision 4

Tosca Lab TSF 169

CUSTOMER: MJM Consulting Engineers
26 4th Avenue,
Newton Park,
Port Elizabeth,
6070
ATTENTION: Mr. M. Meiring

PROJECT: Kouga Municipality - La Mer Rising Main
DATE SAMPLED / RECEIVED: 25.08.2021
DATE: 31.08.2021
POSITION: S34°03'24.2" E024°55'08.2"
JOB CARD NUMBER: C28751
DESCRIPTION: TEST HOLE 3 (Pell Street)

INDICATOR / CBR RESULT SUMMARY			
SAMPLE NUMBER	DEPTH (mm)	PROFILING ONLY	Profile
HRB CLASSIFICATION			
TRH14 CLASSIFICATION			
SIEVE ANALYSIS - SANS 3001 Test Method GR1			
106.0 mm			
75.0 mm			
63.0 mm			
50.0 mm			
37.5 mm			
28.0 mm			
20.0 mm			
14.0 mm			
5.00 mm			
2.00 mm			
0.425 mm			
0.075 mm			
0.060 mm			
0.0075 mm			
0.0018 mm			
SOIL MORTAR ANALYSIS - SANS 3001 Test Method PR5			
COARSE SAND			
COARSE FINE SAND			
MEDIUM FINE SAND			
FINE FINE SAND			
PASSING 0.075mm			
ATTERBERG LIMITS : SANS 3001 Test Method GR10			
LIQUID LIMIT			
PLASTICITY INDEX			
LINEAR SHRINKAGE			
C.B.R. : SANS 3001 Test Method GR30 - GR40			
MOD AASHTO (K _g /m ²)			
O.M.C. (%)			
C.B.R. @ 100%			
C.B.R. @ 98%			
C.B.R. @ 95%			
C.B.R. @ 93%			
C.B.R. @ 90%			
SWELL (MAASHTO %)			

The above test results are pertinent only to the samples received and tested at the laboratory. This report shall not be reproduced, except in full, without the prior consent of Tosca Lab (Pty) Ltd. * Indicate non-accredited tests
2. The highlighted result is an interpretation of the direct comparison between the quoted specification and the single test sample result obtained.
3. The results met/not met is based on an approximate 95% level of confidence with reference to ISO/IEC 98 - 4

Name: Frederik Ejbers
Technical Signatory

13.07.2021

Revision 4

Tosca Lab TSF 169

CUSTOMER : MJM Consulting Engineers
26 4th Avenue,
Newton Park,
Port Elizabeth,
6070

PROJECT : Kouga Municipality - La Mer Rising Main
DATE SAMPLED / RECEIVED : 27.08.2021
DATE : 31.08.2021
POSITION : S34°03'14.3" E024°54'46.1" E
JOB CARD NUMBER : C28751
DESCRIPTION : TEST HOLE 4 (Koraal Road)

ATTENTION : Mr. M. Meiring

INDICATOR / CBR RESULT SUMMARY			
SAMPLE NUMBER	DEPTH (mm)	PROFILING ONLY	Profile
DEPTH mm			
HRB CLASSIFICATION			
TRH14 CLASSIFICATION			
SIEVE ANALYSIS - SANS 3001 Test Method GR1			
106.0 mm			
75.0 mm			
63.0 mm			
50.0 mm			
37.5 mm			
28.0 mm			
20.0 mm			
14.0 mm			
5.00 mm			
2.00 mm			
0.425 mm			
0.075 mm			
0.060 mm			
0.006 mm			
0.0018 mm			
SOIL MORTAR ANALYSIS - SANS 3001 Test Method PR5			
COARSE SAND			
COARSE FINE SAND			
MEDIUM FINE SAND			
FINE FINE SAND			
PASSING 0.075mm			
GRADING MODULUS			
ATTERBERG LIMITS : SANS 3001 Test Method GR10			
LIQUID LIMIT			
PLASTICITY INDEX			
LINEAR SHRINKAGE			
C.B.R. :SANS 3001 Test Method GR30 - GR40			
MOD AASHTO (Kg/m ²)			
C.M.C. (%)			
C.B.R. @ 100%			
C.B.R. @ 98 %			
C.B.R. @ 95 %			
C.B.R. @ 93 %			
C.B.R. @ 90 %			
SWELL (mass/m ³) %			

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2. The highlighted result is an interpretation of the direct comparison between the quoted specification and the single test sample result obtained.
3. The results met/not met is based on an approximate 95% level of confidence with reference to ISO/IEC 98 - 4

13.07.2021

Revision 4

Name: Frederik Eijbers
Technical Signatory

Tosca Lab TSF 169

CUSTOMER : MJM Consulting Engineers
26 4th Avenue,
Newton Park,
Port Elizabeth,
6070

PROJECT : Kouga Municipality - La Mer Rising Main
DATE SAMPLED / RECEIVED : 27.08.2021
DATE : 31.08.2021
POSITION : S34°03'08.6" E024°53'19.4"
JOB CARD NUMBER : C28751
DESCRIPTION : TEST HOLE 5

ATTENTION : Mr. M. Meiring

INDICATOR / CBR RESULT SUMMARY			
SAMPLE NUMBER	DEPTH (mm)	PROFILING ONLY	Profile
DEPTH mm			
HRB CLASSIFICATION			
TRH14 CLASSIFICATION			
SIEVE ANALYSIS - SANS 3001 Test Method GR1			
106.0 mm			
75.0 mm			
63.0 mm			
50.0 mm			
37.5 mm			
28.0 mm			
20.0 mm			
14.0 mm			
5.00 mm			
2.00 mm			
0.425 mm			
0.075 mm			
0.060 mm			
0.006 mm			
0.0018 mm			
SOIL MORTAR ANALYSIS - SANS 3001 Test Method PR5			
COARSE SAND			
COARSE FINE SAND			
MEDIUM FINE SAND			
FINE FINE SAND			
PASSING 0.075mm			
GRADING MODULUS			
ATTERBERG LIMITS : SANS 3001 Test Method GR10			
LIQUID LIMIT			
PLASTICITY INDEX			
LINEAR SHRINKAGE			
C.B.R. :SANS 3001 Test Method GR30 - GR40			
MOD AASHTO (Kg/m ²)			
C.M.C. (%)			
C.B.R. @ 100%			
C.B.R. @ 98 %			
C.B.R. @ 95 %			
C.B.R. @ 93 %			
C.B.R. @ 90 %			
SWELL (mass/m ³) %			

The above test results are pertinent only to the samples received and tested at the laboratory. This report shall not be reproduced, except in full, without the prior consent of Tosca Lab (Pty) Ltd. * Indicate non-accredited tests
2. The highlighted result is an interpretation of the direct comparison between the quoted specification and the single test sample result obtained.
3. The results met/not met is based on an approximate 95% level of confidence with reference to ISO/IEC 98 - 4

13.07.2021

Revision 4

Name: Frederik Eijbers
Technical Signatory

Tosca Lab TSF 169

CUSTOMER : MJM Consulting Engineers
26 4th Avenue,
Newton Park,
Port Elizabeth,
6070
ATTENTION : Mr. M. Meiring

PROJECT : Kouga Municipality - La Mer Rising Main
DATE SAMPLED / RECEIVED : 27.08.2021
DATE : 31.08.2021
POSITION : 34° 3'27.96"S 24°55'21.96"E
JOB CARD NUMBER : C28751
DESCRIPTION : TEST HOLE 6

INDICATOR / CBR RESULT SUMMARY			
SAMPLE NUMBER		Depth (mm)	Profile
DEPTH mm	PROFILING ONLY		
HRB CLASSIFICATION			Brittle, Very Dense, Intact, Bituminous Wearing Course, Imported, Deflection 10mm
TRH14 CLASSIFICATION		0-30	
SIEVE ANALYSIS - SANS 3001 Test Method GR1			
PERCENTAGE PASSING	106.0 mm		
	75.0 mm		
	63.0 mm		
	50.0 mm		
	37.5 mm		
	25.0 mm		
	20.0 mm		
	14.0 mm		
	5.00 mm		
	2.00 mm		
	0.425 mm		
	0.075 mm		
	0.060 mm		
	0.006 mm		
	0.0018 mm		
SOIL MORTAR ANALYSIS - SANS 3001 Test Method PR5			
COARSE SAND			
COARSE FINE SAND			
MEDIUM FINE SAND			
FINE FINE SAND			
PASSING 0.075mm			
GRADING MODULUS			
ATTERBERG LIMITS : SANS 3001 Test Method GR10			
LIQUID LIMIT			
PLASTICITY INDEX			
LINEAR SHRINKAGE			
C.B.R. :SANS 3001 Test Method GR30 - GR40			
MOD AASHTO (K _a /m ²)			
O.M.C. (%)			
C.B.R. @ 100%			
C.B.R. @ 98%			
C.B.R. @ 95%			
C.B.R. @ 93%			
C.B.R. @ 90%			
SWELL (M _{AASHTO}) %			
		Environmental Conditions Partly Cloudy & Windy Remarks: 1. No ground water table. 2. Refusal at 700mm	



The above test results are pertinent only to the samples received and tested at the laboratory. This report shall not be reproduced, except in full, without the prior consent of Tosca Lab (Pty) Ltd. * Indicate non-accredited tests
2. The highlighted result is an interpretation of the direct comparison between the quoted specification and the single test sample result obtained.
3. The results met/not met is based on an approximate 95% level of confidence with reference to ISO/IEC 98 - 4

Name: Frederik Eijbers
Technical Signatory

APPENDIX A

HEALTH & SAFETY SPECIFICATIONS

APPENDIX A

EMPLOYER'S OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

PB1. INTRODUCTION

This OHS Specification has been drafted to cover the OHS requirements for the Supplementary Agreement under the original Contract. It includes items B1 to B11 as well as Annexures BA to BG. BF and BG cover OHS requirements for dealing with COVID-19.

PB1.1 LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
DME	Department of Mineral and Energy
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
MH&SA	Mine Health and Safety Act No. 29 of 1996 (as amended)
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
ER	Engineer's Representative
RHCS	Regulations for Hazardous Chemical Substances
SANS	South African National Standards (Authority)
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

PB1.2 DEFINITIONS

The definitions used will be those set out in the Regulation of 2014 with the following additions:

Client: Kouga Local Municipality.

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

Hazard: Source of exposure to danger

Hazard Identification and Risk Assessment (HIRA) and Risk Control

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

Health and Safety Agent:

Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

Health and Safety Plan:

Means a documented plan which answers to the Project Specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.

Induction Training:

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

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

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

Site: Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary, it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor and approved for such use by the Engineer.

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

PB1.3 KEY ROLEPLAYERS

Client Representatives: _____ (Construction)

_____ (OHS)

Engineer: _____ acting

through a principal, namely _____, or an official authorised in writing.

Engineers Representative The _____ site representative

H&S Agent:**PB1.4 KEY REFERENCES**

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
Committee of Land Transport Officials (COLTO)
South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
Road Traffic Safety Act No. 93 of 1996 (as amended)

PB2. PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)

The OHSS is a performance specification to ensure that the Client (KLM) and any bodies that enter into formal agreements with the Client, i.e. Engineers, Principal Contractors (PC) and Contractors, achieve an acceptable level of OHS performance. The Client has a zero tolerance to non-compliance and the endangering of the lives of workers, and the public, thereby being placed at risk.

No advice, approval of any document required by the OHSS (i.e. hazard identification and risk assessment, action plans) or any other form of communication from the Client shall be construed as an acceptance by the Client. Nor shall such communication relieve or absolve the PC from any

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obligation or from achieving compliance with legal requirements. The PC remains responsible for achieving the required performance levels and will sign a OHSA S.37.2 mandatory agreement with the Client, included as **Annexure BE** of this Specification.

The H&S Specification highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project.

PB3. IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor and must be complied with. Failure to do so will be noted as a serious offense, and will result in a fine, stoppage of part of, or the whole works, with no extension of time or allowable claims.

This specification must be read in conjunction with the OHSA, it's Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in Part C3.1, are to be taken into account when developing the H&S plan and associated documentation. The detailed design risk assessment is included, as is a summary of risks identified in **Annexure BA**.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S plan for approval. Further to this, the PC must ensure that a similar system must be implemented between all their Contractors.

The H&S Agent will visit the project at least monthly, or more frequently if deemed necessary to ensure compliance. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and Engineer. Non-conformances will be issued, and fines or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Engineers Representative (ER) as determined at the commencement of the project.

PB4. REQUIREMENTS AT TENDER STAGE

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

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

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

The PC shall ensure the following information is submitted as part of the H&S plan with his completed Tender:

- A project specific H&S Plan in line with this project specification which will be subject to approval by the H&S Agent. This must include all supporting documentation as required to verify the H&S system;

- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;

- A valid Letter of Good Standing;

- At least one copy of minutes of previous Occupational Health and Safety Committee meetings;

- Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer;

- Claims ratio receipt from FEM or the Compensation Commissioner for the previous review period and

- Detailed technical method statements for approval by the ER and appropriate risk assessments and safe work procedures for approval by the H&S Agent:

- Site establishment;

- Traffic accommodation;

- Clearing and grubbing;

- Opening of established borrow pits;

- Haul road construction, and

Construction of the site offices and storage facilities

Further method statements are to be submitted prior to, and during the project will require the approval of the ER before work on that aspect or activity can commence.

PB4.1 Specific Project Risks and Requirements

The aspects covered in **C3.1, C4 and Annexures BA and BG** of this section have been noted as risk areas in the design hazard identification and risk assessment (HIRA), and are to be noted when developing the H&S plan and associated documentation. The SANS 1200 Standard Specifications and project specifications was used to develop the HIRA, and the same reference format is used. Where particular risks are noted, further requirements may be specified. Identification of low or medium risks does not mean there is no risk involved. In depth HIRAs and management systems are required to limit as much risk as possible as required in OHSA. Requirements for H&S systems, standards, PPE etc. are noted (but are not limited to), and the management thereof should be included in the documentation.

Technical method statements are to be developed for all key activities as they relate to the programme and approved by the ER. HIRA are to be developed using the approved method statements. Method statements are to incorporate the following information: plant, equipment, labour requirements, and the duration of each activity.

H&S method statements and safe work procedures (SWPs) (or safe operating procedures (SOPs)) are to be used by key site staff for daily activities and supervisors to ensure the site, workers and the public are kept safe. The environmental issues may be included but will need to be approved by the Environmental Consulting Officer (ECO).

PB5. GENERAL REQUIREMENTS

PB5.1 Summary of Risks identified during Design

PB5.1.1 General Requirements and Provisions (SANS 1200 AA, AB)

Information under this section cover the start-up aspects of the project, with a number of the activities (excluding establishment) lasting the duration of the contract.

- Telkom and Eskom overhead lines are present, however they will remove their own services where they encroach on the construction;
- Inclement weather condition includes high rain falls, extreme cold and hot temperatures and snow fall in the winter months. The ground in the area contains high amounts of clay and the road surface do become very slippery with the least amount of rain.
- The contractor must be prepared for serious injuries, and have a competent level 3 first aider on site at all time. Full time supervision is required with telephone and transport availability in case of an emergency. The emergency plan must take into consideration the remoteness of the work site and include the emergency services available in the area;
- Lantana and Bugweed are prevalent and will require special handling as the Lantana specifically is poisonous;
- River water is to be treated as contaminated and is not suitable for drinking. Suitable drinking water will need to be made available to those accommodated at site camps and for workers along the route;
- The traffic accommodation will require special management, despite the levels of traffic being relatively low. Competent traffic safety officer (TSOs) and staff to be appointed. Drawings from the SARTSM will be provided by the Consultant and must be used as the daily registers. The TSO is to ensure all work is managed by the appropriate drawing. The aspects as detailed in the tender document will be strictly applied;

- Heavy plant requires competent, fit operators and kept in good working order. Daily records of all plant to be available;
- Clearing and grubbing of all areas will mostly be done by hand.

PB5.1.2 Drainage (SANS 1200 LB, LE)

Drainage structures requiring maintenance may be identified during the project. This may include excavations, some formwork and support work. All designs must be approved by a competent person and managed by a competent supervisor. Many of these activities are LI, and therefore the ergonomic risks have been identified. Attention to the rotation of workers when doing LI activities is required.

- Generally culverts and pipes smaller than 600mm will be removed. Some work could occur on steep slopes and will require the use of machinery;
- Drawings for all structures will be provided if deemed to be required during the project;
- Road crossings, expansion joints and tying into existing structures could require the use of portable electrical equipment or heavy plant. Method statements, risk assessments, daily management of plant and personnel is required;
- Excavations are unlikely to be deeper than 1.5m, and may be dug by hand up to a maximum of 1m where safe to do so;
- Chutes, v-drains, catchpits and manholes will be required, and ergonomic issues are to be taken into consideration. Where SMME's or other contractors are used, the appropriate procedures as required are expected to be followed, and
- Concrete and bitumen berms will be required along the road edges using MC30 or 80/100 penetrating grade asphalt. MSDSs and health risks are to be addressed in the HIRA and medical surveillance programmes.

PB5.1.3 Earthworks and Pavement Layers of Gravel or Crushed Stone (SANS 1200 D, DM, M, ME, MFL)

- All material will be considered as silica containing and require compliance with Government Gazette No. 66 (Feb 2010, No. 32930) is required. Items have been allowed in the BoQ for measuring dust and personal dosimetry for the duration of the contract. Dust levels are to be kept to a minimum relating to haulage. The appropriate PPE is to be issued and the wearing thereof enforced where required, and
- Stockpiling of material for storage or spoil will be allowed in identified areas.

PB5.1.4 Asphalt Surfacing (SANS 1200 MH)

- Thin layer asphaltting has been identified. Hot bitumen application as well as cold bitumen emulsions will be used. The appropriate management of bitumen's are to be addressed for potential emergencies and medical surveillance of workers;
- Dust and fume management is required;
- A range of driven plant (Bob cat and tip trucks) will be used for the milling and fill operation, various hand tools, chip spreaders and boxes, rollers, mixers and hand spraying may be used, and

- Some pre-coating of surfacing aggregate may occur.

PB5.1.5 Ancillary Roadworks (SANS 1200 DK, MM, Project Spec. PA & PB)

Most ancillary work will be done using the LI method. Rotation of labour and addressing of ergonomic issues is required. Where SMMEs are used, full compliance with the DRPW requirements is required.

- Stone pitching, erosion protection, kerbing, and sidewalks;
- Gabion baskets will require placement and filling by hand. Neon green double dipped PVC gloves have been identified as the most appropriate for this task. Use of these or similar is recommended;
- Road signs may be removed and replaced. Pre-cut and drilled poles have been specified;
- Finishing of road reserves, clearing of drains, other stormwater structures will be required to ensure adequate water drainage and;
- Grass cutting and bush clearing to road reserve using brush cutter, chainsaws and bush cutters on tractors as well as hand tools. Small petrol driven tools emit noise which is often over 115dB

PB5.1.6 Specified Hazardous Chemical Substances

The following lists of products or type of substance are what have been identified as likely to be used on the project. Where the PC is likely to supply the product as the product has not been specified, safer alternatives should be considered. Medical surveillance will be required for those

PRODUCT	POTENTIAL HEALTH OR OTHER RISKS
Cement	Hand mixing may occur, will be used for structures, stabilizing. 50kg bags delivered on pallets, ergonomic risk from handling, dust exposure, chromates. Eye, skin and respiratory irritant
Shutter Oil	Usually hand application prior to placing formwork in position. Volatiles present. Skin and respiratory irritant.
Petrol/diesel/lubricants	Storage tanks/bowsers on site. Fire, spillage, fumes
Creosote (pre-treated poles)	Eye and skin irritation and minor burns, carcinogen
Herbicides and ant poison	Type not specified, but will be used. Principal Contractor to ensure use of MSDSs and appropriate protection measures

PB6. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

The PC shall notify the Provincial Director of the Department of Labour (DoL) in writing, in the form of the Annexure A in the CRs. This shall occur after award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided. Work will not commence without the notification being correctly completed and signed by the Client. The Notification shall only be signed by the Client following the approval in writing by the H&S Agent.

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

PB7. HEALTH AND SAFETY PLAN FRAMEWORK

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

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

The PC is to prepare one or more site layout drawings to indicate at least the following:

- Positions of emergency personnel and equipment at the site camp, or each fixed working area;
- Traffic routes for plant and pedestrians, parking;
- Storage areas (flammable stores, materials etc.)

Such drawings could be the same as those required by the ECO. Such layouts are to be updated regularly throughout the project.

PB7.1 APPOINTMENT OF COMPETENT SITE PERSONNEL

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the H&S Officer.

The Occupational Health and Safety Plan shall include the following, but not be limited to the following key appointments:

PB7.1.1 Construction Supervision

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of basic training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Multiple competent supervisors may be appointed where justified by the scope and complexity of the works. Curriculum Vitae (CVs) are to be submitted for approval by the Agent, and/or Client. Each supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

PB7.1.2 Construction Health and Safety Officer

The PC will employ at least one competent, part-time H&S Officer for the duration of the contract. The H&S Officer's CV is to be submitted for approval by the H&S Agent, preferably at pre-tender phase. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e., Mobile phone, computer and internet access, vehicle etc.) Qualifications shall include SAMTRAC or similar, with a minimum of two years exposure to Civil Engineering Construction.

The H&S Officer will be held responsible for all H&S on the project. Senior site staff and supervision, Contractors are to follow systems, instructions etc, at all times. No new workers or Contractors may commence work without approval or following the H&S plan as submitted. Failure to do so will be considered a serious offence.

The H&S Officer shall not be the same person as the Traffic Safety Officer but will be responsible for ensuring that daily traffic management is adequately managed for all teams.

A close out meeting will be held at the end of each formal audit by the H&S Agent and findings will be issued in the form of site instructions. Senior site staff will attend the close out meeting.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the H&S Agent and the H&S Officer. The H&S Officer will be responsible for collating the H&S documentation (electronically) at the close out of the project. A list of the typical aspects that should be provided is available as **Annexure BC** to this document.

PB7.1.3 Traffic Safety Officer (TSO)

The PC is to appoint a competent TSO. The TSO shall be responsible to the H&S Officer. The CV of the TSO is to be submitted to the Engineer and H&S Agent for approval. Attention is drawn to the project specifications and Scope of Work. Furthermore, no workers will be allowed to be transported in open vehicles, or with plant and materials. Vehicles which are used for the transportation of employees must be designed for this purpose as per Construction regulation 21.1 (a) (c),(e) .2(a),(i) and the National Road Traffic Regulations. Guidance for this can be found on the vehicles licence disc.

Speed controls must be clearly stipulated and managed. Speed limits must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the Engineer and/or H&S agent. Additional care must be taken where workers and construction traffic interface. This should be in the form of flagmen to direct trucks and adequate signage as directed by the Engineer.

A system of recording daily traffic accommodation is to be provided. Photographs are to be taken following the placement of the accommodation to prove compliance. All daily records are to be signed by the ER.

Monitoring and reporting of road users who do not obey traffic management systems must be reported.

It must be noted that further fines are specified for non-compliances in this PSHSS.

PB7.2 Health and Safety Representatives and Committee

H&S Representatives are to be appointed following the start-up of the project. Representatives from local labour can be appointed to represent such labour for the duration of the contract. Local labour should not be responsible for H&S duties unless appropriate training has been provided and the H&S Officer deems such labour competent to do so. Development in H&S of such labour would be an advantage to the community and the PC. H&S Representatives are to be actively involved with H&S and serve on the H&S Committee.

The H&S Officer shall ensure there is a H&S Committee made up of active, site staff and H&S Representatives, representing each work area, including all Contractors. Meetings will be held at least monthly, and more frequently if so instructed. Key site staff are to be appointed. Issues arising from the H&S Agent audits are to be discussed, as well as all H&S related issues.

Minutes are to be distributed and discussed among all workers and Contractors and records kept thereof. Failure to do so will be deemed to be a moderate offence.

PB7.3 APPOINTMENT OF COMPETENT CONTRACTORS

As this project is considered labour intensive and will require the appointment of SMMEs, strict focus on H&S and compliance is required by the PC. The same H&S standards required of the PC are to be applied to all Contractors.

The H&S Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work. **No Contractor may work under the PCs Compensation registration number.**

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped, and fines implemented.

PB8. GENERAL RISK MANAGEMENT

PB8.1 Health Risks and Medical Surveillance

The specified products have been listed in 5.1.6. As some products have not been identified, the PC is to ensure the H&S Officer and all supervision is responsible for ensuring the safe use of such products, and their inclusion into method statements and risk assessments. The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works.

Due to the LI component, ergonomic risks are to be noted and as such all workers (including those of Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust and volatiles. Silica and general environmental monitoring for the general contract has been allowed for in the BOQ, as well as the allowance for medical surveillance.

All Permanent employees are to be included in an ongoing medical surveillance programme. Any Temporary or contract employee must undergo entry and exit medical examinations

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance. The use of occupational risk exposure profiling (OREPS) and job descriptions are to be used to determine specific exposures for management.

Medical surveillance will commence at pre-employment. All workers (including Contractors and temporary staff) are required to be in possession of a medical certificate of fitness prior to commencing work. Entrance medical surveillance is required as well as an exit medical. Arrangements for keeping medical records for the required time is to be noted. It is preferable that the PC has a medical surveillance plan. Full medical records are not to be placed in the H&S file. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed.

Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems, and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests);
- Spirometry (lung function testing);
- Chest Xrays;
- Liver function testing (volatiles), and
- Any other tests identified as relevant

Failure to do so will be considered a serious offence.

PB8.1.1 Noise Risks

All plant and equipment is to be measured for noise levels by an AIA as per the Section 7 c of the noise-induced hearing loss regulations, preferably before the plant is dispatched to site or as soon as the majority of plant is on site (including Contractors). Findings are to be discussed at the H&S Committee and H&S Representatives and Supervisors are to ensure that noise zones identified and wearing of PPE therein is enforced. All plant brought in by plant hire companies is to be compliant with the Noise Induced Hearing Loss Regulations.

Audiometric testing of all workers is to be included in the medical surveillance programme. Double audiometric testing at pre-employment, and single tests thereafter. Audiometry records are to be available in the H&S file.

Suitable SANS approved hearing protective equipment shall be issued and worn. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone.

Failure to do so will be considered a serious offence.

PB8.1.2 General Environmental Conditions

Compliance with the Environmental Regulations (as amended), among other is required. Environmental monitoring of ventilation, lighting and dusts may be deemed to be required by the Approved Inspection Authority used to measure the environment. Copies of the relevant reports and actions taken in respect thereof are to be placed in the H&S file.

PB8.2 Emergency Procedures

As the site is remote and advanced medical support absent, attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The H&S Agents approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

First aiders shall be available in each working team, and be able to work as a team when responding to any emergency on the project.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator and wardens;

Lists of first aiders, and

Requirement in terms of identified risks:

Fire;

Explosions;

Falls from heights, and

Motor vehicle accidents.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project.

The contents of such plan must include:

A list of telephone numbers for the client, the client's health and safety agent, the C.E.O of the Contractor, site management and emergency personnel such as first aiders and fire fighting teams if required.

It must also include local emergency services telephone numbers.

PB8.2.1 First Aiders and First Aid Equipment

Competent, trained First Aiders are to be formally appointed for the project with at least one level 3 first aider assigned to each team. Contractors are expected to ensure compliance and manage their own first aiders and equipment.

The PC shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least the requirements of manage the type of emergencies identified. It is suggested that all supervisors carry an appropriately stocked first aid kit in their vehicles at all times.

PB8.2.2 Fires and Emergency Management

The PC will ensure that any fire risks will be managed appropriately. Appointed fire fighters could be appointed at offices or areas where fire risks are deemed high. The emergency plan is to include the risk of fire at site camps, on site and related to any specific activities.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur.

The area is in a dry part of the country which is susceptible to fires especially during the summer months, All plant will be fitted with a fire extinguisher.

Whenever refuelling is done, a fire extinguisher must be accessible. This includes small tools such as bush cutters and chain saws.

The notification of emergency services in case of a runaway fire must be noted in the emergency plan.

Fire extinguishers alone may not be enough to put out veld fires and the contractor must explain what measures will be taken including fire-fighting equipment to be provided to site.

PB8.2.3 Incident Management and Compensation Claims

The PC will ensure there is a management system to investigate all incidents. All serious incidents involving any form of disabling injury or fatality are to be reported to the Engineer and H&S Agent telephonically immediately. This shall be confirmed in writing as soon as possible after the incident. Full details are to be included in the H&S meetings, and each site meeting. The details are also to be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

PB8.3 Personal Protective Equipment (PPE) and Clothing

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors and other PCs) are issued with and shall wear:

- Protective footwear;
- Reflective bibs or vests and overalls;
- Eye and ear protection, and
- any other necessary PPE identified from MSDSs or risk assessments.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors. The procedure for managing PPE is to be in a formal procedure submitted with the H&S plan for approval.

Any person found on site without the necessary PPE will be removed from site until the PPE is supplied and worn, and fines issued per non-compliance.

PB8.4 Occupational Health and Safety Signage

On-site H&S signage is required. Signage shall be posted up at the site camp entrances, as well as at fixed or temporary working areas and other potential risk areas/operations including vehicles. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed signage is required.

Signage is to include (but not be limited to) the following:

- 'no unauthorised entry';
- 'report to site office';
- 'site office';
- 'beware of overhead work';
- 'hard hat area' or other PPE requirements noted;
- First aid box positions (including vehicles), and
- Fire extinguishers

Signs shall be posted permanently or temporarily at areas of work on site indicating that a construction site is being entered and that persons should take note of safety requirements.

PB8.5 Induction of Employees and Visitors, General H&S Training

A formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors to the site. Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training is to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof is supplied and, fines issued per non-compliance.

PB8.6 The use of Radioactive Equipment

The use of radioactive equipment for the measuring of compaction parameters shall conform to the requirements of the "Code of Practice for the safe use of soil moisture and density gauges containing radioactive sources" as published by the Department of Health: Directorate: Radiation Control Soil revised September 2001. Method statements risk assessments and the appropriate training will be required.

Failure to do so will be considered a serious offence.

PB8.7 Transportation of Workers on Site

Transportation of workers shall comply with the relevant legislative requirements. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. The cover shall be securely fixed to the vehicle. No equipment or materials shall be transported in the same vehicle at the same time as workers. Failure to transport workers in a safe manner will be regarded as a serious offence. Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed. The license of the vehicle will be used as the assessment of suitability for the transportation of passengers.

Failure to do so will be considered a serious offence.

PB8.9 Management of Plant and Equipment

Close control of the PCs plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant is to be available at the H&S Agent's audit. All daily inspection records are to be kept in the H&S file. Registers are not to be more than 1 week behind. Plant hire or haulage Contractors are to comply with the requirements, and comply with all H&S standards for the project.

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators. Noise levels are to be displayed on plant.

Any plant or slings used to lift plant or material require annual load testing by an AIA. Operators are to be adequately trained and certified to operate cranes. Certificates and registers are to be placed in the H&S file.

Movement of plant in closures and in confined working areas is to be closely monitored and managed by the TSO and supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly.

Failure to do so will be considered a serious offence.

PB8.10 Excavations

Excavations are not expected to be at depths greater than a maximum of 1.5m. Shoring may be required in areas where ground water is encountered. The PC is to ensure that the Community Liaison Officer (CLO) and the local community, schools and general public are aware of the dangers of open excavations.

The H&S Officer is to ensure that all Contractors follow the same requirements as they relate to excavations. The Engineer may stop work at any time should the working area be deemed unstable. Method statements are to be approved by the Engineer and risk assessments are required. Workers are to be trained in the risks and protection measures, and the appropriate PPE is to be issued as highlighted in the risk assessments.

A competent person is to be appointed for all excavations. The condition of all equipment must be checked daily prior to work commencing. **Excavations should preferably not be open beyond what can be worked daily.** Where excavations need to remain open, all excavations are to be properly protected. Adequate droppers with 1m high demarcation (approved by the Engineer) and berms are required to be a safe distance from the edge of the angle of repose.

Adequate numbers of ladders are to be available to ensure safe access and egress from excavations. Ladders are required for excavations of greater than 300mm, and the ladder is to extend at least 1m above the edge of the excavation. No wooden ladders are allowed on site. Registers are to be kept current and placed in the H&S file.

Failure to do so will be considered a serious offence

PB8.11 Inclement Weather

Jeffreys Bay normally receives about 315mm of rain per year, with most rainfall occurring during summer. It receives the lowest rainfall (13mm) in July and the highest (44mm) in December. The monthly distribution of average daily maximum temperatures shows that the average midday temperatures for Kirkwood range from 17°C in July to 28°C in February. The region is the coldest during July when the mercury drops to 5°C on average during the night.

The emergency plan is to include how weather extremes are to be managed. The general aspects as detailed in the Environmental Regulations will be applied.

All decisions regarding work stoppage will be decided between the PC, the H&S Officer and the Engineer.

Failure to manage specific conditions or address issues timeously will be considered a serious offence.

PB8.12 Auditing

External auditing by the H&S Agent will be done at least monthly or more frequently if deemed required by the H&S Agent, Client or Engineer. The site will be inspected and the documentation audited relative to the activities and H&S plan. The H&S Officer of the PC must accompany the Client, or the H&S Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited at least monthly prior to the H&S Agents monthly audits. Audits may be done more frequently where short term contracts are in place, or deemed high risk. Audit results will be acted upon and non-conformances and fines issued. The Client, Engineer or H&S Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site. Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant.

Failure to address findings or non-conformances will be considered a serious offence.

PB8.13 Communication on Site

All communication on site will be done through the Engineer to the PC and be in writing, including the issue and responses to non-conformances and H&S audit results.

Failure to address issues timeously will be considered a serious offence.

PB8.14 Care of Workers on Site (Welfare)

Adequate toilets, clean, safe drinking water and adequate supply for hot summer months and decent shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Hand washing facilities will be provided. The Environmental and Facilities Regulations will be adhered to at all times.

Failure to address issues timeously will be considered a serious offence.

PB9. HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible. The following completed information shall be included (but not be limited to):

- The PSHSS;
- The H&S Plan;
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc.;
- Record of Competencies
- Training Records.
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- MSDSs;
- Medical surveillance records;
- Registers, and
- Records of audits, minutes etc.

PB9.1 Supporting Documentation

The following list is not absolute, and the PC is expected to assess if further any further information should be submitted as supporting documentation, as it relates to the H&S plan. The inclusion of other, relevant documents is encouraged.

All documents as required by the Act and Regulations, including (but not limited to):

- Proof of registration with the Compensation Commissioner or FEMA;
- Proposed Organogram;
- Appointments under the Regulations;
- Examples of internal audits;
- Inspection registers of plant and equipment;
- Non-conformance system;
- Information relating to hazardous materials used and stored on site with MSDSs;
- All Method Statements, Hazard Identification and Risk Assessments for the project;
- All Health and Safety Plans for the project;
- Examples of minutes of all relevant meetings related to H&S;
- Registers for all plant and equipment
- Incident records, including investigations and results, and
- Medical certificates of fitness and medical surveillance programme.

The H&S File shall be closed out following the hand-over of the project. A list will be made available and the contents will be agreed to between the H&S Agent and the PC towards the end of the project.

PB10. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Fine: R50/count	Medium: Fine: R500/count and a non-conformance	Severe Fine: R5000/count, a non-conformance and/or activity stoppage
Hard hat /reflective jacket off. Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas NOTE See Severe for road signage	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
Minor demeanours not addressed from previous H&S audit	No monthly OHS report at site meeting to report on	Fall protection harness not tied off / not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved method statements	

PB10.1 Failure to Comply with Provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.
- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the RE or Engineer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

PB11. MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in Sections 1 & 2 of the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in Part C2.1 of this document.

Item	Unit
PB11.1 Preparation of Contractor's Project Specific Health and Safety Plan.....	Lump Sum (L.S)

The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document

Item	Unit
PB11.2 Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.Lump Sum (L.S)	
The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following	
(a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure A to the Regulations.	
(b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.	
(c) The Client has approved the Principal Contractor's project Health and Safety Plan.	
(d) The Principal Contractor has set up his Health and Safety File.	

Item	Unit
PB11.3 Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.Month (Mth)	
The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and Regulations which are mainly a function of time. Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit. This will include the updating and administration of the Health and Safety file	

Item	Unit
PB11.4 Provision of Personal Protective Equipment (PPE) as required by the Act and Construction RegulationsMonth (Mth)	
The rate for this item shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub-Contractors are responsible for their on costs in this regard.	
Normal items include standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles.	
General items may include among others are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type.	
Payment will be made monthly. It is the Principal Contractor's responsibility to ensure compliance at all time. No additional payment shall be made over and above the rate tendered to comply with this requirement regardless of loss or theft of PPE.	

Item	Unit
PB11.5 Provision of full time Construction Health and Safety OfficerMonth (Mth)	
The Tender sum shall include for the cost of a Construction Health and Safety Officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties, which include the induction and training of all persons on site.	

Item	Unit
PB11.6 Costs of Medical Surveillance(No)	
This item shall covers all costs in involved in the obtaining of baseline and exit medical certification and conducting medical surveillance for all workers and especially operators of Construction vehicles	

and mobile plant as contemplated in CR 21(d) (ii); Workers exposed to hazardous chemicals including bituminous fumes, Regulation 7 of the HSCR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated above.

Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating. Chest x-rays will be required in the case of workers who may be exposed to high concentrations of dust (silica).

PB11.6 a) Initial (baseline) medical examinations, including audiometric and lung function testing.

PB11.6 b) Exit examinations.

Item	Unit
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PB11.7 Induction Training	(No)
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This item shall cover all costs incurred for the health and safety inductions as set out on Regulation 7 of the Construction regulations and the proof of induction required. Payment will be made on the figures contained in the induction section of the Health and Safety File.

Item	Unit
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PB11.8 Environmental Monitoring.	(No) of tests)
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PB11.8a) Air quality monitoring

Payment for this item shall cover all costs incurred in testing and monitoring the environment in respect of general health hazards including the presence of hazardous chemicals, as required by the Construction Regulations and the Mine Health and Safety Act.

PB11.8b) Compliance with Amendment of the Occupational Exposure Control Limit for Silica in Table 1 of the Hazardous Chemical Substances Regulations (February 2010)	(No))
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1) Air sampling in situ	(No of tests)
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2) Analysing samples	(No)
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3) Tests on Workers	(No)
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The rates for these items shall include for all air monitoring, air sample testing and tests in workers for silica exposure as required by the above amendment. It should be noted that these items must be under the control of an authorised inspection authority which would normally be a registered H&S hygienist or occupational health practitioner familiar with the Hazardous Chemical Regulations and include for all necessary costs in this regard including travelling to and from site and all required reporting.

Item	Unit
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PB11.9 a) Establishment of noise levels	(No)
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This item shall cover all costs involved in the establishment of noise zones, including any workshops, in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last two years, the test need not be repeated but must be kept valid for the duration of the Contract.

Item	Unit
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PB11.10 Payment for Health and Safety Representatives at meetings.	Lump Sum (L.S)
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The rate for this item shall cover the cost to the Contractor of the attendance of Health and Safety representatives at meetings and shall compensate the Contractor for loss of productive time at these meetings

Item	Unit
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PB11.11 Provision of First Aid Boxes.	Lump Sum (L.S)
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The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph B13007 above.

Item	Unit
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PB11.12 Transportation of Workers.	Lump Sum (L.S)
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The Lump sum tendered under this Item shall cover all costs involved in the safe transportation of workers as outlined above. Payment will be made in equal amounts for the duration of the contract.

Item	Unit
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PB11.13 Submission of the Health and Safety File.	Lump Sum (L.S)
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Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion

Notwithstanding any statements in Section 1300 of the COLTO Specifications, should the Certificate of Practical Completion be issued after the Contractual Completion date, no payment will be made under items B13002 and B13003 for the period between the Contractual Completion date and the date of issue of the Certificate of Practical Completion. This, however does not relieve the Principal Contractor of any of his legal responsibilities for Occupational Health and Safety in terms of the Act and Regulations

ANNEXURE BA

DESIGN RISK ASSESSMENT: For Upgrading of Existing Urban Road										1	4	12
Risk Rating multiplier: Low = 1; Medium = 2; High = 3										2	6	18
										3	8	27
				Baseline design risk					Residual risk			
SANS 1200 REF	Design Risks identified as present	Yes / No	Describe the obvious protective measures usually provided by Principal Contractor	Likely consequences of an accident	Frequency of Exposure	Probability of harm	Risk rating and risk category	Extra control measures necessary to reduce risk / Redesign by Client and / or Designer	Likely consequences of an accident	Frequency of Exposure	Probability of harm	Risk rating and risk category
	SECTIONS 1 & 2: PRELIMINARY AND GENERAL REQUIREMENTS											
A	Identification and opening of existing services: Overhead Eskom, Telkom lines, underground water, and sewage. Telkom and Eskom will remove own services where required.	Yes	Hand exposure of and protection services. Demarcation of services with candy tape	2	1	1	2	Competent supervision and adequate pre-task training required. All excavations open longer than 24hours to be demarcated with netting or similar, at least 1m away from edge	1	1	1	1

A	Construction plant workshops and camps to be established and maintained by the contractor for the duration of the contract	Yes	A number of camps may be established and maintained for various activities to construct what is required to undertake the works	2	3	3	18	The PC will be required to submit with his pre-tender H&S plan the method statements, risk assessments and supporting documentation to ensure overall activities are managed.	2	3	2	12
A	Traffic accommodation will be required throughout the project. Stop Go areas will be used throughout the project. A number of Intersections through the project.	Yes	SARTSM standards to be used- TSO to have a copy of chapter 13 Use of TSO's to ensure all traffic requirements are met over 24 hour, 7 day periods especially when weather conditions stop work. Planning to include holiday times consideration Demarcation to ensure public walkways identified around schools and clinics	3	3	3	27	Any deviations from construction drawings to be in line with SARTSM Ch 13 Vol 2, and approved by RE. Method statements and risk assessments to reflect management of same. TSOs to be adequately trained and use of drawings to be basis of daily checks. TSOs to report to H&S Officer. Fines to be issued for non-compliances	2	3	3	18
A	Traffic accommodation will be required for the duration of the project, mostly using closures. Appointment of Traffic safety officers (TSOs) for the project.	Yes	Traffic safety teams with appropriately trained TSOs to manage the traffic safety. Management of closures, intersections, any work along route outside of closures requiring drawings or some form of traffic accommodation	3	3	3	27	Adequate competent TSO's and teams to be appointed according to tender document. TSO shall not be H&S Officer. TSO shall report to H&S Officer and RE. Use of traffic drawings to be used as registers, and all or any deviation from drawing to be approved by RE at least 24hrs prior to work commencing	2	3	3	18

SECTION 8 : ROADWORKS												
	Material will require haulage through the project. Material will possibly be collected and stored for use depending on findings of further geotechnical surveys.	Yes	Spoil and fill material will be moved around the site from borrows and storage points. Contractors may be used for haulage.	3	3	3	27	PC will ensure only competent contractors appointed 7 days prior to commencing work, only competent, fit operators to be used	2	3	3	18
	Weather is a factor to be considered, raised temperatures in summer, with high humidity levels. Flash floods could affect low lying areas.	Yes	Work stoppage in rain or following rain that would affect the works	3	3	2	18	Use of weather stations to monitor temperature, Work to be assessed should discomfort index reach 100, work may be stopped at 105 if deemed problematic. Adequate water intake. Monitoring of rainfall, not allowing work to occur downstream or low lying areas when threats of flooding.	2	3	2	12
	Local labour will be used on the project, only core personnel are likely to be permanently employed	Yes	Appointment of local labour and by local Project Steering Committee (PSC) and Community Liaison Officer (CLO)	3	3	3	27	All workers to have medical screening to ensure fit for duty.	2	3	3	18

	Material will require haulage through the project. Material will be collected and placed on the road for spreading	Yes	Spoil and fill material will be moved around the site from borrow pits and storage points.	3	3	3	27	Reverse alarms and sensors, roll over protection. Appointment of competent supervision and competent, fit operators. Attention to potential of urinary tract infections	2	3	3	18
	All plant will be heavy vehicles, including: tipper trucks, loaders (TLB), rollers, excavator, grader, water truck	Yes	All plant will be checked daily by competent, fit operators and stored in the H&S file.	3	3	2	18	CVs, including training and medical certificates required for all operators. Daily records on H&S file. An updated list of daily plant to be kept available	2	3	2	12
	Cleaning of existing storm water structures, shaping of mitre drains	Yes	Competent supervision, use of grader	3	3	3	27	Check for competence of operators, registers for hand tools, visibility of workers to be ensured, traffic accommodation requirements to be met	2	3	3	18
	All material will be considered silica containing, from borrow pits, quarries and commercial sources. As such compliance with Govt Gazette No 66 (Feb 2010, No 32930) is required	Yes	Compliance with DMR requirements, COPs, risk assessments, medical surveillance and chest X-rays for all workers, including operators	3	3	3	27	Silica monitoring will be required 6 monthly, Medical surveillance adequately managed. Borrow pit workers will require Chest X-rays as per DMR requirements	2	3	3	18

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OTHER ASPECTS CONSIDERED

ANNEXURE BB

EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT

PROJECT NAME:	
CONTRACT NUMBER:	
HEALTH AND SAFETY AUDIT No:	
CONDUCTED BY :	
DATE :	

EXECUTIVE SUMMARY

INTRODUCTION AND OVERVIEW

SCORING:

The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

Scoring schedule	
If the answer is "No" the rating will be 0	
If the answer is 'not applicable' it will be noted as n/a	
If the answer is "Yes" the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceeds expectation

Key Abbreviations:

Health and Safety	H&S	Occupational Health and Safety Act	OHSA
Occupational Health	OH	Mine Health and Safety Act	MHSA
Construction Regulations	CRs	Driven Machinery Regulations	DMRs
General Safety Regulations	GSRs	Regulations for Hazardous Chemical Substances	RHCSs
Explosive Regulations	ERs	Pressure Equipment Regulations	PERs
Noise Induced Hearing Loss Regulations	NIHLs	Department Mineral and Energy	DMEs
Facilities Regulations	FRs	General Administration Regulations	GARs

Provide a summary of site inspection, significant findings of the site inspection and the audit.

CORE LEGAL RECORDS ON SITE:

This list is not conclusive – to be updated monthly relative to works in progress. However the H&S Officer is to be pro-active and pre-empt requirements with the Construction Supervisor (Site Agent). The content will be linked to the physical conditions, processes and activities noted on site, or programme.

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
1.		Updated project H&S Organogram					
2.	OHSA S. 16 (1) and (2)	CEO and subordinate (if required) CVs on file					
3.	CR 6 (1) and (2)	Designation of Construction Supervisor(s) and Subordinate Person(s) CVs on file					
4.	OHSA S. 17; GAR 7	H&S Representatives appointed Monthly inspections completed Representation from Contractors					
5.	OHSA S. 18; GAR 5	H&S Committee appointed Minutes on file H&S representatives reports discussed Incidents discussed Signed by Chair/CEO Evidence of minutes noted					
6.	GAR 4	Copy of OH&S Act (Act 85 of 1993) Available on site					
7.	CR 4 (c), 5 (f)	Written proof of registration / Letters of good standing available on Site					
8.	OHSA S.37.2	Copy of the Mandatory (S37.2) agreement between the PC and Client					
9.	OHSA S.37.2	Mandatory agreements between PC and contractors					
10.	CR 3(3)	Notification to Provincial Director – Annexure A Available on site					
11.	CR 4(3) 5 (7)	Copy of Principal Contractor's Health & Safety Plan Available on request. Letter of approval from Agent. Health & Safety File opened and kept on site					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		(including all documentation-required in respect of the OHSA & Regulations Available at all times					
12	CR 5(6) (9)	Copy of Principal Contractor's Health & Safety Plan provided to Contractors Letters of approval for each contractor on file List of Contractors on site Verified monthly by Agent					
13	CRs	Copies of technical method statements approved by RE (GCC 12.3.1) Register available, signed by RE					
14	CR 7(2) OHSA CR 7(4)	Risk Assessments: Up to date and available on site for inspection Review and monitoring programme adhered to Workers trained in risk assessments					
15	CR 7 (c)	Safe work procedures Procedure List of available SWPs Workers trained in SWPs Proof of training verified					
16	OHSA S. 13 CR 7(9)	Induction programme available Proof of induction training available					
17	CR 8	Fall Protection: Appointment of Competent CV on file Included in Risk Assessment Addressed in emergency plan Other: site inspection findings					
18	CR 9(2) (b) (3)	Structural information from Designer: <ul style="list-style-type: none"> Geo-science technical report Design loading of the structure 					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<ul style="list-style-type: none"> Methods & sequence of construction Design risk assessment Addended H&S Specification 					
19	CR 10(1)(d)	Supportwork and Formwork: Competent person appointed: Design Erection, maintenance, use and dismantling CVs available Design drawings available on site Risk Assessment included Registers in line with supportwork and formwork noted in site inspection					
20	CR 11(3)(h)	Excavations: Competent persons appointed CVs available Depth of excavations on site, Shoring in use Registers in line with open excavations noted at site inspection					
21	CR 11 (f) GSR 13A	Ladders: Competent person appointed Registers kept Registers for ladders noted on site					
22	CR 17(8)(c) (d)	Material Hoist Competent person appointed CV on file Daily inspection register Maintenance records available					
23	CR 18(9)	Batch Plant: Appointment of Competent person Registers for maintenance, cleaning and repairs Risk Assessment carried out Batch Plant to be inspected weekly by a competent person.					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Inspections register kept Other					
24	CR 21	Construction Vehicles: Appointment of competent operators Plant Management: Registers on file noting daily inspections Plant and machine lists available Inadequacies noted on site Transportation of workers Registers for sample of vehicles noted on site					
25	CR 22	Temporary Electrical Installations: Appointment of competent person CV on file Services identified and protected Certificates of Compliance for installations Daily electrical machinery registers Weekly temporary electrical installation inspections Quarterly inspections					
26	DMR 18 CR 20	Cranes and Lifting Equipment Competent person appointed CV on file Cranes & Lifting tackle identified/numbered on Register Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.)- 3 monthly Risk Assessment carried out Driven Machinery compliance re excavators and TLBs being used Other					
27	CR 25, 26 ER 6 GSR 8	Housekeeping, Stacking & Storage Supervisor: Appointed per work area CVs Available Include site conditions					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Spoil areas Register available per area					
28	GSR 2	PPE: included in Risk Assessment PPE used and enforced Records of Issue kept Training to use (Induction) Registers for condition checks					
29	GSR 9 HCSRs	Welding/Flame Cutting Equipment Competent Person(s) appointed CVs available Equipment identified/numbered and entered into a register Equipment inspected monthly. Types of welding on site (List)					
30	RHCSS CR 7; 23 GSR 4	Hazardous Chemical Use and Storage Competent Person/s appointed CVs available Risk Assessments include use of HCSs Register of HCS kept/used on Site Flammable Store Bulk diesel storage Material Safety Data Sheets on file and utilised Other					
31	PER	Pressure Equipment (PEs): Competent Person/s (AIA) CV and AIA letter Risk Assessments include PEs Register of PEs's on Site Inspections & Testing by AIA: - after installation/re-erection or repairs - every 12 - 36 months. - Register/Log kept of inspections, tests.					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<p>Modifications & repair</p> <p>- Jacking requirements met</p> <p>Inspection Registers</p>					
32	GSR 3	<p>Emergency management:</p> <p>First aiders available through project</p> <p>Level 3</p> <p>First aid boxes through site</p> <p>Evacuation procedures</p> <p>Registers available (noted on site)</p>					
33	GAR	<p>Incident Management:</p> <p>Emergency co-ordinator appointed and CV available</p> <p>Emergency plan appropriate</p> <p>Emergency level included in Risk Assessments</p> <p>Workers trained</p> <p>Incident reports available and complete</p>					
34	DMR 2	<p>Revolving Machinery</p> <p>Exposed revolving parts to be countersunk, enclosed or guarded</p> <p>Projecting shaft or spindle end be guarded by a cap or shroud</p>					
35		<p>Stop/start controls</p> <p>Controls appropriate</p> <p>Emergency stops/system</p>					
36	<p>CRs</p> <p>RHCSs</p> <p>GSR 2(a)</p> <p>MHSA</p>	<p>Medical Surveillance Programme</p> <p>Pre-placement</p> <p>Periodic</p> <p>Exit</p> <p>Workers at height</p> <p>Plant operators</p> <p>Random drug testing</p> <p>DME Annual Medical report</p>					
37	<p>NIHLRs</p> <p>MHSA/</p>	<p>Environmental Monitoring:</p> <p>Noise levels</p> <p>Dust monitoring</p>					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
	EnvR RHCSs	Lighting and Ventilation Temperature Silica Monitoring Report submitted to DoL					
38	CR 21 /	Traffic accommodation Competent persons appointed Traffic layouts for site camp indicating routes, direction and pedestrian access etc. Inspection Registers kept Changes and registers signed by RE Other					
39	CR / FRs	Welfare Facilities: Toilets available where crews are working/clean Clean potable water available Adequate eating facilities					
40	CR 28 FacRs	General housekeeping, stacking and storage					
41		HIV AND AIDS PROGRAMME HIV and AIDS Policy and plan available Condoms available Peer review programme available Ongoing training of workers					
42		Other					

RESPONSIBILITY
SIGNATURE
Date:

OHS AGENT SIGNATURE:		
PC SIGNATURE:		
ENGINEER SIGNATURE:		
CLIENT SIGNATURE:		

ANNEXURE BC

CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) Notification to Department of Labour of commencement of work
- f) Letters of Good Standing for the Project
- g) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - Letters of Approval of Contractors
 - Mandatory Agreements
 - Letters of Good Standing
 - Appointments
- h) Incident Records
- i) Non- Conformance records
- j) Agent's Audits
- k) Method Statements
- l) Risk assessments
- m) Safe work procedures
- n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.
- o) All drawings for temporary structures (suspended beams/scaffolds etc)
- p) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.

A copy drawing records for the as-builts are to be placed on file by the Designers once complete.

ANNEXURE BD

NON CONFORMANCES

HEALTH AND SAFETY SITE INSPECTION NON CONFORMANCE NO		
AGENT:		PROJECT:
Consultant:		Date and time:
Client		Area:
Contractor:		
ASPECTS NOTED:	COMMENTS:	COMPLETION REQUIRED BY (DATE):
	•	
	•	
	•	
	•	
	•	
PHOTOGRAPHIC EVIDENCE (if available):		
1	2	
3	4	
OTHER:		
The following fines are to be applied:		
Signature of RE		
Signature of H&S Officer/Site Agent		
Signature: of H&S Agent		

CLOSE OUT OF CONFORMANCE			
VERIFIED BY AGENT	COMMENTS ON WHAT WAS DONE (ATTACH PROOF IF AVAILABLE)	DATE COMPLETED	
Lack of traffic accommodation of team at Kudu's Drift			
Lack of PPE			
Workers sitting under trucks without hard hats			
PHOTOGRAPHIC EVIDENCE, OR LIST OF ANNEXURE TO PROVE CLOSURE			
SIGNATURE OF H&S OFFICER OR SITE AGENT			
SIGNATURE OF RE			

ANNEXURE BE

C1.3.8 AGREEMENT IN TERMS SECTION 37.2 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT is made at on this the
..... day of.....in the year..... between

the KOUGA LOCAL MUNICIPALITY

(hereinafter called "the Client") of the one part, herein represented by

.....in his capacity as

and delegate of the Client in terms of the Client's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.

and

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

.....in his capacity as

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

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

CONTRACT NO: and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Client and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract;
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined in terms of the Form of Offer and Acceptance, or other date decided upon, in the Contract Data, to either;
 - a) The date of the final certificate issued or as contained in this **Volume 1** of the contract documents pertaining to this Contract, or
 - b) The date of termination of the Contract;
- 3 The Mandatory declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i. Section 8: General duties of clients to their employees;
 - ii. Section 9: General duties of clients and self-employed persons to persons other than employees;
 - iii. Section 10: General duties of manufacturers and others regarding articles and substances for use at work;

- iv. Section 37: Acts or omissions by employees or Mandatories, and
 - v. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
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- b) The Contractor shall ensure that he familiarises himself with the requirements of the Company's health and safety specification developed for the project, and that he, his employees and any other Contractor s employed during the project comply with them. The Contractor shall ensure that all health and safety documentation required by with the Company's health and safety plan is maintained for the duration of the project.
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- 4 In addition to the requirements of conditions of contract (as amended by the Contract Data of the contract documents pertaining to this Contract), the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
 - 5 The Mandatory is responsible for the compliance with the Act by all his Contractors, whether or not selected and/or approved by the Client.
 - 6. The Mandatory warrants that all his own and his Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 as amended, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Client upon signature of the agreement.
 - 7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective clients will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Client. If the mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Client.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Client. The Client must further be provided with copies of all written documentation relating to any incident.
 - c) The Client hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Contractors.
 - d) The Mandatory shall conduct such risk assessments, method statements and safe work practices as may be necessary during the course of the contract and shall ensure that all staff are informed of these. Proof of this shall be placed in the project Health and Safety file.
 - e) Adherence to the Contractor's Health and Safety plan must be enforced including the application of penalties for non-conformance as set out in the Client's Health and Safety Specification.

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

SIGNED FOR AND ON BEHALF OF THE CLIENT:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS) 1..... 2.....

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....

WITNESS: 1..... 2.....

APPENDIX B

TENDER DRAWINGS

List of Tender Drawings:

- 2021-004/100 – Scope of Works (Sheet 1 of 1)
- 2021-004/101 – Long Section (Sheet 1 of 6)
- 2021-004/102 – Long Section (Sheet 2 of 6)
- 2021-004/103 – Long Section (Sheet 3 of 6)
- 2021-004/104 – Long Section (Sheet 4 of 6)
- 2021-004/105 – Long Section (Sheet 5 of 6)
- 2021-004/106 – Long Section (Sheet 6 of 6)
- 2021-004/018 – Services details general (Sheet 1 of 2)
- 2021-003/019 – Services details general (Sheet 2 of 2)
- 2021-004/020 – La Mer Pump Station Layout