



JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY

INVITATION TO BID

BID REFERENCE NO.: JPP-B-03/08/25

CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

CIDB CATEGORY: 3CE OR HIGHER

PROCUREMENT DOCUMENT

Name of Tenderer _____
Telephone Number _____
Fax Number _____
Address _____
Email Address _____
Tender Sum _____
CSD Reg. No. _____
CRS No _____
SARS Pin _____

CLOSING DATE OF THE BID: 12 SEPTEMBER 2025 AT 12:00
AT THE PEACE INITIATIVE HALL,
IXOPO

NO LATE SUBMISSIONS WILL BE CONSIDERED

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
P O Box 132, IXOPO, 3276

Tel: (039) 834 7700

Fax: (039) 834 1168

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY)					
BID NUMBER:	JPP-B-03/08/25	CLOSING DATE	12 SEPTEMBER 2025	CLOSING TIME	12H00
DESCRIPTION	CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 1)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Peace Initiative Hall					
Ixopo					
3276					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	[IF YES ENCLOSE PROOF]			[IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO		DEPARTMENT	IPD	
CONTACT PERSON	Ms. S Sityata		CONTACT PERSON	Mr. PM Gwala	
TELEPHONE NUMBER	039 834 7700		TELEPHONE NUMBER	039 834 7700	
FACSIMILE NUMBER	039 834 1168		FACSIMILE NUMBER	039 834 1168	
E-MAIL ADDRESS	ssityata@ubuhlebezwe.gov.za		E-MAIL ADDRESS	pmgwala@ubuhlebezwe.gov.za	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA EFILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	07 AUGUST 2025
CIDB CONTRACTOR GRADING	:	3CE OR HIGHER
COMPULSORY CLARIFICATION MEETING	:	21 AUGUST 2025
TIME	:	10H30
VENUE FOR CLARIFICATION MEETING	:	PEACE INITIATIVE HALL IXOPO 3276
CLOSING DATE	:	12 SEPTEMBER 2025
CLOSING TIME	:	12H00
CLOSING VENUE	:	PEACE INITIATIVE HALL IXOPO 3276
INSTRUCTIONS	:	Bid submission must be submitted in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation into the tender box.

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

Contents		
Number	Heading	Pages
The Tender		
Part T1: Tendering Procedures		
T1.1	Tender Notice And Invitation To Tender	3
T1.2	Tender Data	6
Part T2: Returnable Documents		
T2.1	List of Returnable Documents	29
T2.2	Returnable Schedules	31
The Contract		
Part C1: Agreements and Contract Data		
C1.1	Form Of Offer And Acceptance	68
C1.2	Contract Data	73
C1.3	Tenderer's Direct Participation of Targeted Labour	79
C1.4	Tenderer's Direct Participation of Targeted Enterprises	82
C1.5	Pro-forma Performance Guarantee	84
C1.6	Occupational Health and Safety Agreement	87
Part C2: Pricing Data		
C2.1	Pricing Instructions	92
C2.2	Bill of Quantities	94
Part C3: Scope Of Work		
C3.1	Description Of The Works	117
C3.2	Drawings	118
C3.3	Procurement	119
C3.4	Particular Specifications	123
Part C4: Site Information		
C4.1	Geotechnical Investigation	155
C4.2	Locality Plan	155

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

Part T1: Tendering Procedures

	<u>Page</u>
T1.1 Tender Notice And Invitation To Tender -----	3
T1.2 Tender Data-----	6
T1.2.1 Standard Conditions of Tender-----	6
T1.2.2 Variations to the Standard Conditions of Tender -----	17
T1.2.3 Additional Conditions to Tender -----	26

T1.1 TENDER NOTICE AND INVITATION TO TENDER

29 Margaret Street
 Ixopo
 3276
 Tel: 039 8347700
 Email:
 mm@ubuhlebezwe.gov.za



Po Box 132
 Ixopo
 3276
 Fax: 039 8341168
 Webpage: www.ubuhlebezwe.gov.za

INVITATION TO BID

Johannes Phumani Phungula Municipality invites suitable, qualified, and experienced service providers to provide services to the municipality.

PROJECT NAME	BID NUMBER	COMPULSORY BRIEFING SESSION AND SITE INSPECTION	CIDB GRADING	MINIMUM FUNCTIONALITY SCORE	AVAILABILITY OF TENDER DOCUMENTS	NON-REFUNDABLE PRICE	CLOSING DATE
Construction of Mnyanyabuzi Multi-Purpose Centre in Ward 5	JPP-B-01/08/25	19 August 2025 @ 10h30 Venue: Highflats Hall	5GB or Higher	70%	Documents will be available on 13 August 2025 at 11h00	R 1800.00 per doc. Cashier's Office, 29 Margaret Street	12 September 2025 at 12h00
Upgrading of Fairview Access Road to Asphalt in Ward	JPP-B-02/08/25	20 August 2025 @ 10h30 Venue: Peace Initiative Hall	6CE or Higher				
Construction of Phuthini Pedestrian Bridge in Ward 12	JPP-B-03/08/25	21 August 2025 @ 10h30 Venue: Peace Initiative Hall	3CE or Higher			R 900.00 per doc.	
Supply & Installation of Security Fencing for Light Industrial Site	JPP-B-04/08/25	22 August 2025 @ 10h30 Venue: Peace Initiative Hall	2SQ PE or 3SQ only				
Supply & Installation of Security Fencing (Thusong Centre, Heck & Highflats Hall)	JPP-B-05/08/25						
Panel of Construction Trucks and Plant Hire for a period of 36 months	JPP-B-06/08/25	N/A	N/A				
Panel of Service Providers to provide Various Training for a period of 36 months	JPP-B-07/08/25						
Erection of Street Advertising Boards within Ixopo Town for a period of 60 months	JPP-B-08/08/25						
Lease of Municipal Property ERF 174 (previously known as the Railway Café)	JPP-B-09/08/25					19 August 2025 @ 10h30 Venue: Peace Initiative Hall	

The completed tender documents complying with the conditions of tender must be sealed and endorsed with 'BID DESCRIPTION AND BID NUMBER' must be deposited in the tender box at the entrance of Peace Initiative Hall where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Tender documents will also be available free of charge on www.etenders.gov.za and www.ubuhlebezwe.gov.za.

Enquiries regarding this notice may be directed as follows: For technical related matters - Attention: Mr PM Gwala (pmgwala@ubuhlebezwe.gov.za) for Security Fencing, Mnyanyabuzi, Phuthini & Fairview, Ms SR Adams (sradams@ubuhlebezwe.gov.za) for Training, Lease of Municipal Property, Billboards and Ms S Sityata (ssityata@ubuhlebezwe.gov.za) for SCM related matters: Tel: 039 – 834 7700 Fax: 039 – 834 1168.


The tenders will be adjudicated via two stages of which the first stage will be functionality, and the second stage will be 80:20 Preference Point systems where 80 is for the price and 20 is for the preference goals. Each bidder must score a minimum score for functionality to be considered for the second stage of evaluation.

Johannes Phumani Phungula Municipality will be using the following preferential goals to allocate points.

PREFERENCE GOAL		80/20		Documents required for verification
GOAL 1 - Ownership – Maximum points		10		
Business owned	More than 50% by black person	5		ID copy of Director/Owner and CSD
	Less than 50% by black person	2		ID copy of Director/Owner and CSD
	More than 50% by black women	5		ID copy of Director/Owner and CSD
	More than 50% by black youth	5		ID copy of Director/Owner and CSD
	More than 50% by disabled person/military veterans	2		Certificate from a doctor/ Certificate of being a military veteran
GOAL 2 – RDP – Maximum points		10		
Promotion of Business	Falls under the SMME category – QSE/EME	2		B-BBEE Certificate / Sworn Affidavit
	Located within KZN province	2		CSD and Proof of municipal accounts/ affidavit
	Located in South Africa outside KZN Province	1		CSD and Proof of municipal accounts/ affidavit
	Located within Harry Gwala District	2		CSD, Proof of municipal accounts/ affidavit and proof of residence signed by a councilor/ Inkosi/ Induna not older than 3 months
	Located within Johannes Phumani Phungula Municipality	8		CSD, Proof of municipal accounts/ affidavit and recommendation letter signed by ward councilor (not older than 3 months)

Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances, be considered.

The Johannes Phumani Phungula Municipality subscribes to the Preferential Procurement Framework Act, Act 5 of 2000. Bids shall be valid for a period of 90 days. The Johannes Phumani Phungula Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action. If the price offered by tenderer is not market-related the municipality may not award the contract to that tenderer and may negotiate for market related price with the tenderer, failing which negotiate with the next highest scoring tenderer or the tender may be cancelled.


M.E Mkhize
Municipal Manager

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

F.1 General

F.1.1 Actions

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

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

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

F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions, 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 fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the 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; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and Employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1. An organ of state 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 services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2. The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6. Procurement Procedures

F.1.6.1. General

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

F.1.6.2. Competitive Negotiation Procedure

F.1.6.2.1. Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the Tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

F.1.6.2.2. All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3. **Proposal Procedure Using The Two-Stage System**

F.1.6.3.1. **Option 1**

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

F.1.6.3.2. **Option 2**

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

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

F.2 **TENDERER'S OBLIGATIONS**

F.2.1 **Eligibility**

F.2.1.1. Submit a tender offer only if the Tenderer 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 the employer.

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

F.2.2. **Cost of Tendering**

F2.2.1 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.

F2.2.2 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.

F.2.3 **Check Documents**

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

F.2.4 **Confidentiality and Copyright of Documents**

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

F.2.5 **Reference Documents**

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

F.2.6 Acknowledge Addenda

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

F.2.7. Clarification Meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Tender Offer

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

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to Documents

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

F.2.12 Alternative Tender Offers

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

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a Tender Offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the Scope of Works, unless stated otherwise in the tender data.

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

-
- F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Authorized signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and Data to be Completed in all Respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1 Ensure that the Employer received the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
- F.2.16 Tender Offer Validity**
- F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
- F.2.16.2. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension.
- F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4. Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.2.17 Clarification of Tender Offer after Submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other Material

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

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

F.2.19 Inspections, Tests and Analysis

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

F.2.20 Submit Securities, Bonds, Policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check Final Draft

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

F.2.22 Return of Other Tender Documents

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

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 The Employer's undertakings

F.3.1. Respond to Requests from the Tenderer

F.3.1.1. Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.1.2. Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify 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 pre-qualified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance or the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return Late Tender Offers

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

F.3.4 Opening of Tender Submissions

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

F.3.4.2 Announce at the 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.

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

F.3.5 Two-Envelope System

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

F.3.5.2 Evaluate the 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.

F.3.6 Non-Disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for Responsiveness

F3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

F3.8.2 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.

F.3.9 Arithmetical Errors, Omissions and Discrepancies

F3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - 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.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors or amend/adjust an imbalanced unit rate in the manner described above.

F.3.10 Clarification of a Tender Offer

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

F.3.11 Evaluation of Tender Offers

F3.11.1 General

Appoint an evaluation panel of not less than three duly qualified persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for preference goals

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points goals

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.

F.3.11.5. Scoring Preferences

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

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

F.3.11.6 Scoring Functionality

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

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

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

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

where:

- S_o is the score for quality allocated to the submission under consideration;
- M_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance Provided by the Employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of Tender Offer

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 participation 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,
- b) has the legal capacity to enter into the contract,
- c) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- d) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

F.3.14.2. Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.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.

F.3.16. Notice to Unsuccessful Tenderers

- F.3.16.1. Notify the successful Tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period.
- F.3.16.2. After the successful Tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted. The successful tenderer will be notified if no appeals are received.

F.3.17. Provide Copies of the Contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.18. Provide Written Reasons for Actions Taken

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

F.3.19. Transparency in the procurement process

- F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.
- F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- F3.19.4 The client must publish the information on a quarterly basis which contains the following information:
- Procurement planning process
 - Procurement method and evaluation process
 - Contract type
 - Contract status
 - Number of firms tendering
 - Cost estimate
 - Contract title
 - Contract firm(s)
 - Contract price
 - Contract scope of work
 - Contract start date and duration
 - Contract evaluation reports.
- F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation. of the transparency requirements in the procurement process.
- F3.19.6 Consultative Forum must be an independent structure from the bid committees.
- F3.19.7 The information must be published on the employer's website.
- F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

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	10 000 000
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

TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

CIDB Class of Construction	
CE	Civil Engineering
EB	Electrical Engineering Work - Building
EP	Electrical Engineering Work - Infrastructure
ME	Mechanical Engineering
GB	General Building
SB	Asphalt Works (Supply and Lay)
SC	Building Excavations, Shaft Sinking and Lateral Earth Support
SD	Corrosion Protection (Cathodic, Anodic and Electrolytic)
SE	Demolition and Blasting
SF	Fire Preventions and Protection Systems
SG	Glazing, Curtain Walls and Shop Fronts
SH	Landscaping and Horticulture Works
SI	Lifts, Escalators and Travellators (installation, commissioning and maintenance)
SJ	Piling and specialized foundations for buildings and structures
SK	Road Marking and Signage
SL	Structural Steel Fabrication and Erection
SM	Timber Buildings and Structures
SN	Waterproofing of basements, roofs and walls using specialist equipment
SO	Water Supply and Drainage for buildings (wet services, plumbing)
SQ	The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing.

T1.2.2 Variations to the Standard Conditions of Tender

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

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Please note that the word “Client” is used in this document and referred to as “Employer” in the Standard Conditions of Tender document.

Clause Variation, Amendment or Addition No.

F.1 General

F.1.1 Actions

Add the following to the end of Clause F.1.1:

The Employer is Johannes Phumani Phungula Local Municipality, represented by Mr. PM Gwala (E-mail: pmgwala@ubuhlebezwe.gov.za)

F.1.2 Tender Documents

Add the following to the end of Clause F.1.2:

“The Tender Document for this Contract comprises the following:

Not issued to Tenderer’s, but available from the issuing bodies as applicable:

1. CIDB, “The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender”, Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 “General Conditions of Contract for Construction Works”, Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998 (Green Book)
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
5. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
6. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
7. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2011).

VOLUME 1: ISSUED TO TENDERERS:

The Tender T1: Tendering Procedures

T1.1 to T1.2

T2: Returnable Documents

T2.1 to T 2.22

The Contract

C1: Agreements and Contract Data

C1.1 to C1.8

C2: Pricing Data

C2.1 to C2.2

C3: Scope of Works

C3.1 to C3.8

C4: Site and Other Information

C4.1 to C4.2

VOLUME 2: ISSUED TO TENDERERS

Book of Drawings (as listed in C4.5.4)

F.1.4 Communication and Employer's Agent

Add the following to the end of Clause F.1.4:

Attention is drawn to the fact that verbal information, given by the Employer's Agent 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. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is: Civtech Engineers (Pty) Ltd (represented by Mr. Cyril Mthiyane)

Address: 68 Dollar Drive, Richards Bay, 3900

Telephone No: 035 780 0700

Email: admin@civtech.boz

Website: www.civtech.biz

Tender and Technical Queries must be directed to Mr. C. Mthiyane

Telephone No: 035 780 0700

Email: admin@civtech.biz

Website: www.civtech.biz

F.2 Tenderer's Obligations

F.2.1 Eligibility

F.2.1.1 Add the following to the end of Clause F.2.1.1:

A. Construction Industry Development Board (CIDB) Registration

1. Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), 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, but not less than 3CE class of construction work, are eligible to submit a tender offer.

B. Joint Ventures are eligible to submit a tender offer provided that:

1. Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing)
2. The lead partner has a contractor grading designation in the CE class of construction work and has a grading designation of not lower than one level below the required grading designation;
3. The value of work to be undertaken by each partner must be within their CIDB grading limit.
4. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations (2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations:

Designation	Deemed to satisfy joint venture arrangements
3	Three contractors registered in contractor grading designation 2
4	Three contractors registered in contractor grading designation 3
5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3
6	Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4
7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5
8	Three contractors registered in contractor grading designation 7
9	Three contractors registered in contractor grading designation 8

5. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
6. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

C. National Treasury Central Supplier Database Registration

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

D. Attendance of Compulsory Site Briefing

Only Tenderers who have attended the compulsory site briefing and have form A3 "Clarification Meeting Certificate" signed by the Employers agent or his representative will be eligible to submit a tender offer.

E. Time for Completion of the Contract

The time for completion of the contract is stated in sub clause 2.6 of the Contract Data.

F. Tenderer's Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.

F.2.7 Clarification Meeting

Add the following to the end of Clause F.2.7:

The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.

F2.10.3 Pricing the Tender Offer

Delete the contents of Clause F.2.10.3 and replace with the following:

This tender is NOT subject to Contract Price Adjustment.

F.2.12 Alternative Tender Offers

Delete the contents of Clause F.2.12 and replace with the following:

No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.

F.2.13 Submitting a Tender Offer

Delete the contents of Clause F.2.13.2 and replace with the following:

“Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.

Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1:List of Returnable Schedules, this shall be placed in a file labelled “Supporting Documentation”, and further labelled in accordance with F2.13.5 of T1.2:Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.

Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above.

The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.”

F.2.13.3 Add the following at the end of Clause F.2.13.3:

“Number of copies required is One (1) original and one (1) complete copy.”

Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled, but must be submitted in the original format in which they were issued by the Employer.”

F.2.13.4 Add the following after the first sentence of Clause F.2.13.4:

“The tender shall be signed by a person duly authorised to do so.”

F.2.13.5 *Add the following after the first sentence of Clause F.2.13.5:*

"The Employer's address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following:

Location of tender box:	Peace Initial Hall
Physical address:	Peace Initial Hall, Ixopo
Identification details:	BID NO.: JPP-B-03/08/25 CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

F.2.13.6 *Delete the contents of Clause F.2.13.6 and replace with the following:*

"A two-envelope Procedure as described in Clause F.3.5 will not be followed."

F.2.15 Closing Time

F.2.15.1 *Add the following to the end of Clause F.2.15.1:*

"The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender"

F.2.16 Tender Offer Validity

F.2.16.1 *Add the following to the end of Clause F.2.16.1:*

"The tender offer validity period is 120 days."

F.2.16.2 *Add the following to the end of Clause F.2.16.2:*

"The maximum extension on the tender offer validity period is 90 days."

F.2.17 Clarification of Tender Offer after Submission

Add the following to the end of Clause F.2.17:

"A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged."

F.2.23 Certificates

Add the following to the end of Clause F.2.23:

"The Tenderer is required to submit the following certificates with the tender as per requirements of Clause F.2.13.2:

A. Certificate of Contractor Registration (CIDB)

Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2, page 69).

B. Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. (Document B2 in Part T2, page 70).

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

C. Bargaining Council Certificates

Where applicable, a certificate of compliance issued by the relevant Bargaining Council.

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

D. BBBEE Certificate

Joint Venture shall submit a consolidated BBBEE Certificate of the new Legal Entity.

F.3 The Employer's Undertakings

F.3.1 Respond to Requests from the Tenderer

F.3.1.1 *Delete the contents of Clause F.3.1.1 and replace with the following:*

"The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents."

F.3.4 Opening of Tender Submissions

F.3.4.1 *Add the following to the end of Clause F.3.4.1:*

The time and location for opening of the tender offers is:

Time : **12:00**
Location : **Peace Initiative Hall**

F.3.4.2 *Delete the following Clause F.3.4.2:*

"number of points claimed for its BBBEE status level"

F.3.5 Two-envelope system

Delete the contents of Clause F.3.5 and replace with the following:

F.3.7 Grounds for rejection and disqualification

Add the following to the end of Clause F.3.7:

"Tenderers will be disqualified if any if,

- a) Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector
- b) If the Tenderer has completed the Compulsory Enterprise Questionnaire and the and is considered by the Employer to have conflict of interest which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process.
- c) If the Tenderer has persons in the state who are not permitted to submit tenders or to participate in the contract"

F.3.8 Test for Responsiveness

F.3.8.2 *Add the following to the end of Clause F.3.8.2:*

"Tenders will also be considered non-responsive if:

The following conditions will apply on this tender:

- Tenderer is required to submit a soft copy via **USB** and it must be attached and submitted together with the document.

- Price(s) quoted must be valid for at least one hundred and twenty (120) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT (if VAT Vendor)
- Detailed price quotation with quantity, unit price and total must be attached.
- The quote must be submitted on a separate page containing the letterhead of your business.
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and for this purpose the enclosed forms MBD 1, MBD 4, MBD 6.1, MBD 8 & MBD 9 must be scrutinized, completed, and submitted together with your quotation.
- Valid Tax Clearance Certificate & Tax compliance status with verification pin
- A proof of CIDB registration.
- Detailed proof of registration in the Central supplier database
- A valid certified copy of BBBEE sworn affidavit
- Copy of Company Registration Document
- Copies of ID for Company Directors or Members
- In case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts not older than 3 months (Bidders must not be in arrears for more than 90 days)
- In case of a bidder leasing the property, they must attach a lease agreement & signed letter from landlord stating that rent is up to date. (Letter must not be older than 3 months)
- In case of the bidder operating in an area that doesn't pay rates, they must attach an affidavit stating that rates are not paid in that area. (Affidavit must not be older than 3 months)
- If the bidder is staying with parents, spouse or any family relative in an area where rates are paid (an affidavit from the bidder or a signed letter from the property owner stating that the bidder is not responsible for municipal accounts must be attached. (Affidavit or the letter must not be older than 3 months)
- In case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts not older than 3 months (Bidders must not be in arrears for more than 90 days)
- In case of a bidder leasing the property, they must attach a lease agreement & signed letter from the landlord stating that rent is up to date. (Letter must not be older than 3 months)
- In case of the bidder operating in an area that doesn't pay rates, they must attach an affidavit stating that rates are not paid in that area. (Affidavit must not be older than 3 months)
- If the bidder is staying with parents, spouse or any family relative in an area where rates are paid (an affidavit from the bidder or a signed letter from the property owner stating that the bidder is not responsible for municipal accounts must be attached. (Affidavit or the letter must not be older than 3 months.

**NB: No quotations will be considered from persons in the service of the state.
The municipality is not bound to accept the lowest or any quotation and reserves the right to accept the quotation as whole or in part, at the rates quoted.**

Johannes Phumani Phungula Municipality will be using the following preferential goals as part of evaluating tenders for targeted procurement.

PREFERENCE GOAL	80/20	90/10	Documents required for verification
GOAL 1 - Ownership – Maximum points	10	5	

Business owned more than 50% by black person	5	3	ID copy of Director/Owner and CSD
Business owned less than 50 by black person	2	1	ID copy of Director/Owner and CSD
Business owned more than 50% by black women	5	2	ID copy of Director/Owner and CSD
Business owned more than 50% by black youth	5	2	ID copy of Director/Owner and CSD
Business owned more than 50% by disabled person/ military veterans	2	1	Certificate from a doctor/Certificate of being a military veteran.
GOAL 2 – RDP – Maximum points	10	5	
Business falls under the SMME category – QSE/EME	2	1	B-BBEE Certificate / Sworn Affidavit
Promotion of business located within KZN province	2	1	CSD and Proof of municipal accounts/ affidavit
Promotion of business located in South Africa outside KZN Province	1	1	CSD and Proof of municipal accounts/ affidavit
Promotion of business located within Harry Gwala District	2	1	CSD, Proof of municipal accounts/ affidavit and proof of address signed by Councilor / Inkosi / Induna not older than 3 months
Promotion of business located within Johannes Phumani Phungula Municipality	8	4	CSD, Proof of municipal accounts/ affidavit and recommendation letter signed by ward councilor (not older than 3 months)

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

Add the following to the end of Clause F.3.11.1:

“The Procedure for the evaluation of responsive tenders is **Method 1: Price and Preference**. Quality (functionality) will be used as a prequalifying criteria, with tenderers required to meet a minimum quality score of 70 points in order to qualify for further evaluation.”

F.3.11.7 Scoring Price

Add the following to the end of Clause F.3.11.7:

“For details of scoring price refer to Returnable Schedule A13: Adjudication of Bids on Points Basis.”

F.3.11.8 Scoring Preferences

Add the following to the end of Clause F.3.11.8:

“For details of scoring preference see Returnable Schedule A19: Preference Points Claim Form in Terms of preferential Procurement Regulations.”

F.3.11.9 Scoring Functionality

Replace this clause with the following:

The functionality will be applied as a prequalifying criterion to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below. Points will be allocated only where the required supporting documentation has been submitted by the tenderer.

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS

Details	Total Max Points	Item Max Points
Criteria 1: Approach	10	
1.1 Preliminary Programme	10	
The Preliminary Programme to include the full scope of work described in the work specification and schedule of quantities. The Programme should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. Taking into account factors (i) & (ii) listed below the, a score will be allocated for the submitted programme as per the ranking outlined below.cashflow, Methodology (i) logic of the sequencing of construction activities and correlation with the cash flow (ii) practicality of the completion timeframes of the respective activities The Preliminary Programme must be submitted under “Returnable Documents”, (Schedule A5, page 37).		
Good (fully complies with requisite (i) and (ii) above)		10
Average (partly complies with requisite (i) and (ii) above)		5
Poor (does not comply with requisite (i) and (ii) above)		2
Criteria 2: Experience of Site Personnel	35	
2.1 Site Agent (SA)	20	
If SA has 7 or more years’ experience and has completed similar projects		20
If SA has 5 or more years’ experience and has completed similar projects		15
If SA has 3 or more years’ experience and has completed similar projects		10
If SA has NOT completed similar projects in last 3 years, regardless of other experience		0
Note: The CV and certified copies of Academic Qualifications of the proposed SA must be submitted under “Returnable Documents”, (Schedule A9, page 41). (The required minimum qualification for the Site Agent is a National Diploma in any of the following disciplines Civil Engineering, Quantity Survey or Project Management)		
2.2 General Foreman (GF)	15	
If GF has 7 or more years’ experience and has completed similar projects		15
If GF has 5 or more years’ experience and has completed similar projects		10
If GF has 3 or more years’ experience and has completed similar projects		5
If GF has NOT completed similar projects in last 3 years, regardless of other experience		0
Note: The CV of the proposed GF must be submitted under “Returnable Documents”, (Schedule A9, page 41).		
Criteria 3: Experience of Company		
3.1 Relevant Experience	30	
10 points per appointment letter and completion certificate		30

Details	Total Max Points	Item Max Points
Tenderer has NOT completed a similar project		0
Note: Tenderers should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience in (Schedule A7, page 39) of the Returnable Documents. Similar projects are:		
(i) Pedestrian bridge, Concrete road or Surfaced Roads for any Local, Provincial & National Authority		
Criteria 5: Plant and equipment	25	
Note: Full points will be allocated for plant and equipment owned by the Tenderer and which will be available for the project should the Tenderer be successful. If the contractor does not own some or any of the plant listed below, and chooses to hire some or all of the required plant, then the points indicated above will be awarded at 50% of the stated points for any of the relevant items of plant or equipment hired. Points for hire plant will be allocated if an original letter of Intent is attached from a Plant Hire Company. Tenderers are to attach log books for plant owned or hired as proof of ownership and latest copy of licence renewal. Details of owned and hired plant and equipment are to be entered in (Schedule A10, page 42) of the Returnable Documents		
1 x Crane		7
1 x 25 t Excavator		6
2 x 10m ³ Tipper Trucks		6
1 x TLB (0.08m ³ loader bucket and 0.25m ³ back hoe bucket)		6
TOTAL POINTS FOR QUALITY		100
TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE		

F.3.16 Notification to unsuccessful tenderers

Delete the contents of Clause F.3.16.2 and replace the following:

"If the Supply Chain Management Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing.

Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of receipt of notification to The Supply Chain Manager, Johannes Phumani Phungula Local Municipality. The format of the appeal must:

- f) set out the reasons for the appeal
- g) state in which way the appellant's rights have been affected by the decision
- h) state the remedy sought
- i) be accompanied by a copy of the notification advising the Tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

If no bona fide appeals have been received within 5 days of the notifications being sent, the successful Tenderer will be notified of Johannes Phumani Phungula Local Municipality's acceptance of their bid.

The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of Johannes Phumani Phungula Local Municipality's appeals process."

F.3.17 Provide Copies of the Contracts

Add the following to the end of Clause F.3.17:

"The number of paper copies of the signed contract to be provided by the Employer is ONE."

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended 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 the tender, appended to Schedule B4: Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).

T.1.2.3.2 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.

T.1.2.3.3 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are 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 Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.4 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R 5000.00** per month and an additional **R 500** per month airtime allowance throughout the contract.

T.1.2.3.5 **Labour Intensive Construction / Use of Local Labour**

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below:

- Relocation of existing fences
- Traffic control
- Packing of gabion stone for gabion walls and mattresses
- Construction of stone pitched / concrete lined stormwater channels
- Construction of concrete lined drains
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs
- Installation of guardrails
- General cleaning.

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rate is **R200/day**. Its should be noted that this rate is subject to adjustments to take into account inflation and other factors.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy.

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

Part T1: Returnable Documents

	<u>Page</u>
T2.1 List of Returnable Documents	29
T2.2 Schedules	31

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
 BID NO: BID NO: JPP-B-03/08/25
 CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents all returnable document as listed below as part of his/her tender **submission**:

SCHEDULE	DESCRIPTION	PAGE	ATTACHED
	Returnable documents required for tender evaluation purposes		YES/NO
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers		
A1	Clarification Meeting Certificate	32	
A2	Authority To Sign Documents	33	
A3	Certificate or Authority for Joint Ventures	34	
A4	JV Agreement	35	
A5	Preliminary Programme	36	
A6	Bank Rating Certificate	37	
A7	Schedule of Work Experience of Tenderer	38	
A8	Tender's Current Projects and Size of Enterprise	39	
A9	Proposed Key Personnel of Enterprise	40	
A10	Schedule of Construction Plant	41	
A11	Company Registration Documents	42	
A12	ID Copies for Members	43	
A13	Alterations / Amendments by Tenderer	44	
A14	Record of Addenda to Tenderers	45	
A15	Tax Requirements (MBD 2)	46	
A16	Declaration of Interest (MBD4)	47	
A17	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (MDB6.1)	49	
A19	Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)	54	
A20	Certificate of Independent Tender Determination (MBD 9)	56	
A21	Proof of Municipal Account	59	
A22	Form concerning fulfilment of the construction regulations 2014	60	
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender		
B1	CIDB Contractor Registration Certificate	62	
B2	Tax Clearance Certificate & Verification Pin	63	
B3	BBBEE Certificate or Affidavit	64	
B4	Proof of Central Supplier Database (CSD) registration	65	
B5	Letter of Good Standing	66	

Schedule C	Other Documents that will form part of The Contract		
C1.1	Form Of Offer And Acceptance	69	
C1.2	Contract Data	74	
C1.3	Tenderer's Direct Participation of Targeted Labour	80	
C1.4	Tenderer's Direct Participation of Targeted Enterprises	83	
C1.5	Proforma Performance Guarantee	85	
C1.6	Occupational Health And Safety Agreement	88	
C2.1	Pricing Instructions	92	
C2.2	Pricing Data and Bill of Quantities	94	
C3	Scope of Work	107	
C4	Site Information	139	

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATASHEET / FORMS IN BLACK INK

T2.2 RETURNABLE SCHEDULES

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

A1. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We*
of (tenderer)

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

of (address)

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

Telephone number

.....

Fax number

.....

Email

.....

on (date)

.....

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY:

.....

NAME

.....

SIGNATURE

.....

DATE

SIGNED BY/ON BEHALF OF THE TENDERER:

.....

NAME

.....

SIGNATURE

.....

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A2. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....
by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

.....
*Delete whichever is inapplicable

1.	 	 	
	NAME	SIGNATURE	DATE

2.	 	 	
	NAME	SIGNATURE	DATE

WITNESSES:

1.	 	 	
	NAME	SIGNATURE	DATE

2.	 	 	
	NAME	SIGNATURE	DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
 BID NO: BID NO: JPP-B-03/08/25
 CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms, authorised signatory of the company, close corporation or Partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A4. JOINT VENTURE AGREEMENT

Joint Ventures are required to attach a comprehensive joint venture agreement. The agreement should reflect the following information;

- i) Company registration number for each partner
- ii) Authorised signature for each partner
- iii) % share for each partner
- iv) Address for each partner

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A5. PRELIMINARY PROGRAMME

The tenderer must attach hereto the preliminary programme.

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A6. BANK RATING CERTIFICATE

The tenderer must attach hereto the bank rating certificate.

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

A7. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Tenderers should attach Letters of Appointment and Completion Certificates for completed projects hereto.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Employer's Agent (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A8. TENDERER'S CURRENT PROJECTS & SIZE OF ENTERPRISE

What was your turnover in the previous financial year? R

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

Tenderers must furnish hereunder details of similar works/service, which they are currently undertaking.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

A9. PROPOSED KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent & General Foreman and also attach herewith their respective CV's detailing experience in work of a similar nature to that for which this Tender is submitted as well as certified copies of their Academic Certificates.

DESIGNATION	NAME	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION		
Site Agent					
General Foreman					

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

A10. SCHEDULE OF CONSTRUCTION PLANT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall indicate if plant is OWNED or HIRED.

CONSTRUCTION	PLANT AVAILABLE			
Description	Size	Capacity	Number	Owned / Hired

If there is insufficient space above, the tenderer may append additional sheets.
Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY / ON BEHALF OF TENDERER:

NAME	SIGNATURE	DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A11. COMPANY REGISTRATION DOCUMENTS

Tenderers shall attach hereto certified copies of the company registration documents.

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A12. ID COPIES FOR MEMBERS

Tenderers shall attach hereto certified copies of the identity documents of the company director(s).

SIGNED BY / ON BEHALF OF TENDERER:

--	--	--

NAME

--

SIGNATURE

--

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A13. ALTERATIONS / AMENDMENTS BY TENDERER

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

The Tenderer's attention is drawn to Clause F3.8.2 on page 10 of the Standard Conditions of Tender in the Tender Data, regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE / ITEM	CLAUSE / DESCRIPTION

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A14. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
1.		
2.		
3.		
4.		

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY / ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

MBD 2

A15. TAX REQUIREMENTS

SIGNED BY / ON BEHALF OF TENDERER:

--	--	--

NAME

--

SIGNATURE

--

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

MBD 4

A16. DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state?..... **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state"
means to be – (a) a member of –
 (i) any municipal council;
 (ii) any provincial legislature; or
 (iii) the national Assembly or the national Council of provinces;

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

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

- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

..... **YES / NO**
3.10.1 If yes, furnish particulars.....

.....

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

..... **YES / NO**

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract..... **YES / NO**

3.14.1 If yes, furnish particulars.....

.....

4 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the ~~90/10~~ preference point system.
- b) The applicable preference point system for this tender is the ~~80/20~~ preference point system.
- 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.

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

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 PREFERENCE POINT SYSTEMS

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

80/20

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

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:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documents required for verification.	Documents required for verification for Joint Venture
GOAL 1 - Ownership – Maximum points	10			
Business owned more than 50% by black person	5		ID copy of Director/Owner and CSD	Lead Partner Documents
Business owned less than 50% by black person	2		ID copy of Director/Owner and CSD	Lead Partner Documents
Business owned more than 50% by black women	5		ID copy of Director/Owner and CSD	Lead Partner Documents
Business owned more than 50% by black youth	5		ID copy of Director/Owner and CSD	Lead Partner Documents
Business owned more than 50% by disabled person/military	2		Certificate from doctor/Certificate of being military veteran	Lead Partner Documents
GOAL 2 – RDP – Maximum points	10			
Promotion of Business falls under the SMME category – QSE/EME	2		Certified copy of B-BBEE Certificate / Sworn Affidavit	Lead Partner Documents
Promotion of business located within KZN province	2		CSD and Proof of municipal accounts/ affidavit	Lead Partner Documents
Promotion of business located in South Africa outside KZN Province	1		CSD and Proof of municipal accounts/ affidavit	Lead Partner Documents
Promotion of business located within Harry Gwala District	2		CSD, Proof of municipal accounts/ affidavit and proof of residence signed by a councilor/ Inkosi/ Induna not older than 3 months	Lead Partner Documents (If one of the partners is within the District- points will be given)
Promotion of business located within Johannes Phumani Phungula Municipality	8		CSD, Proof of municipal accounts/ affidavit and	Lead Partner Documents (If one of the partners is within JPP- points will be given)

			proof of residence signed by a councilor/ Inkosi/ Induna not older than 3 months	
--	--	--	--	--

NB: JV must clearly specify or indicate Lead Partner

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where;

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 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.

Table 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.)

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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

MBD 8

A19. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Tendering Document must form part of all Tenders invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The 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 committed 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 (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).		
4.1.1	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 (No 12 of 2004)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	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?		

Item	Question	Yes	No
4.4.1	If so, furnish particulars:		
4.5	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?		
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

MBD 9

A20. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender number and description)

In response to the invitation for the tender made by:

(Name of 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:

(Name of Tenderer)

that:

1. I have read and I understand the contents of the certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender. On behalf of the tenderer;
5. for the purposes of this certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) Has been requested to submit a tender in response to this tender invitation;
 - (b) Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement with any competitor regarding:
 - (a) Prices
 - (a) Geographical area where product or service will be rendered (market allocation)
 - (b) Methods, factors or formulas used to calculate prices;
 - (c) The intention or decision to submit or not to submit a tender;
 - (d) The submission of a tender which does not meet the specifications and conditions of the tender;or
 - (e) Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tendre opening or of the awarding of the contract.

- 10. 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.
- 11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the prevention and combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

A21. PROOF OF MUNICIPAL ACCOUNT

- In case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts not older than 3 months (Bidders must not be in arrears for more than 90 days)
- In case of a bidder leasing the property, they must attach a lease agreement & signed letter from landlord stating that rent is up to date. (Letter must not be older than 3 months)
- In case of the bidder operating in an area that doesn't pay rates, they must attach an affidavit stating that rates are not paid in that area. (Affidavit must not be older than 3 months)
- If the bidder is staying with parents, spouse or any family relative in an area where rates are paid (an affidavit from the bidder or a signed letter from the property owner stating that the bidder is not responsible for municipal accounts must be attached. (Affidavit or the letter must not be older than 3 months).

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

A22. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 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.

- 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	

- Proposed approach to achieve compliance with the Regulations (Tick)

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

- 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):

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

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

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

5. 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 Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	
NO	

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

B2. TAX CLEARANCE CERTIFICATE & VERIFICATION PIN

The tenderer shall attach hereto a valid Tax Clearance Certificate and a valid Tax Clearance PIN Number from the South African Revenue Service (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or a valid Tax Clearance PIN Number.

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

B3. B-BBEE CERTIFICATE / AFFIDAVIT

The tenderer must attach hereto a B-BBEEE Certificate issued by an authorised body as per the Preferential Procurement Regulations. Alternatively, qualifying enterprises can submit a sworn affidavit declaring their B-BBEE status. Joint ventures are required to submit a consolidated certificate for the entity.

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

B4. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

The tenderer must attach hereto the Central Supplier Database (CSD) registration detailed report.

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

B5. LETTER OF GOOD STANDING

The tenderer must attach hereto the Letter of Good Standing issued by the Department of Labour.

SIGNED BY / ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

Part C1: Agreements and Contract Data

	<u>Page</u>
C1.1 Form of Offer and Acceptance -----	68
C1.2 Contract Data -----	73
C1.3 Tenderer's Direct Participation of Targeted Labour -----	79
C1.4 Tenderer's Direct Participation of Targeted Enterprises -----	82
C1.5 Proforma Performance Guarantee-----	84
C1.6 Occupational Health And Safety Agreement-----	87
C2.1 Pricing Instructions-----	92
C2.2 Bill of Quantities -----	94

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

C1.1. FORM OF OFFER AND ACCEPTANCE OFFER

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

BID NO: UBU-B- – CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

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

By the representative of the tenderer, deemed to be duly authorized, signing this 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.

Offer to be valid for 90 (ninety) days from the closing day of bid.

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

R (number)

..... (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

.....

.....

.....

SIGNED BY WITNESS

NAME

SIGNATURE

DATE

Acceptance

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

The terms of the contract are contained in:

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

Part C2: Pricing Data

Part C3: Scope Of Work

Part C4: Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents 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 of receiving a completed copy of this Agreement, including the Schedule of Deviations

(if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five 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.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

--

NAME

--

SIGNATURE

--

CAPACITY

--

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY

29 Margaret Street

P.O Box 152, Ixopo, 3276

SIGNED BY WITNESS

--

NAME

--

SIGNATURE

--

DATE

Schedule Of Deviations

1. The extent of deviations from the tender documents issued by King Cetshwayo District Municipality prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.
2. A Tenderer's covering letter will not necessarily 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:
.....

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 Returnable Documents, 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.

SIGNED ON BEHALF OF/BY THE TENDERER

NAME	SIGNATURE
CAPACITY	DATE

SIGNED BY WITNESS

NAME	SIGNATURE	DATE

SIGNED ON BEHALF OF/BY JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY:

NAME	SIGNATURE
CAPACITY	DATE

SIGNED BY WITNESS

NAME	SIGNATURE	DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

CONFIRMATION OF RECEIPT

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

the (day) of (month) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR

NAME

SIGNATURE

DATE

SIGNED BY WITNESS

NAME

SIGNATURE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

C1.2. CONTRACT DATA

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT (GCC 2015)

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of 12 months, measured from the date of the Certificate of Completion.

Clause 1.1.1.14: Due Completion Date

The date for achieving Practical Completion is a date six (6) months after the Commencement Date.

Clause 1.1.1.15: Employer

The Employer is Johannes Phumani Phungula Local Municipality represented by Mr P. M Gwala and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer."

Clause 1.1.1.16: Employer's Agent

The Employer's Agent referred to in the documents, is the firm of Consulting Employer's Agents, Civtech Engineers (Pty) Ltd acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Employer's Agent is Civtech Engineers (Pty) Ltd or their successors duly appointed by the Employer.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Re-measurement Contract.

Clause 1.1.1.28: Scope of Work Replace with the following:

“**Scope of Work**” means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

Clause 1.1.1.34: Writing Add the following Clause after Clause 1.1.1.34

1.1.1.35 “**Drawings**” means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Employer’s Agent or delivered to the Contractor by the Employer’s Agent.

Clause 1.2.1.2: Notices

The name of the Employer is : Johannes Phumani Phungula Local Municipality
The address of the Employer is : 29 Margaret Street, Ixopo, 3276
The name of the Employer’s Agent is : Civtech Engineers (Pty) Ltd
The address of the Employer’s Agent is : 68 Dollar Drive
Richards Bay
3900

Clause 1.3.5: Contractor’s Copyright

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer’s Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.2.3: Employer’s Approval Required

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

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.

Clause 4.3: Legal Provisions

Add the following Clauses after Clause 4.3.2:

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 5.3: Commencement of Works

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 5.4: Access to the Site

Add the following clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.6.1: Programme of Works

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days is Saturday, Sunday, the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

The year-end break commences on 15 December 2025 and ends on 08 January 2026.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Employer's Agent shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.12.2.2: Extension of Time

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

January	7 days	May	2 days	September	3 days
February	6 days	June	1 day	October	6 days
March	6 days	July	2 days	November	7 days
April	3 days	August	3 days	December	7 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Employer's Agent such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Clause 5.12.3: Adjustment to General Items

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.8.

Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works on time is **R 1 500.00** per calendar day.

Clause 6.2: Security

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.

The Proforma Performance Guarantee shall be worded as set out in the document included in C1.5. The liability of the guarantee shall be for 10% of the Contract Price.

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

The Contract Price shall not be subject to contract price adjustment.

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

Clause 6.10.3: Retention Money

Add the following to Clause 6.10.3:

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

A guarantee in lieu of retention is not permitted.

Clause 6.10.5: Payment of Retention Money

The half of the retention money shall become due and paid to the Contractor when the Employer's Agent shall have issued a Practical Completion Certificate in terms of Clause 8.5.1. and the other half is paid when the defect liability period has lapsed.

Clause 8.5: Practical Completion Certificate

Clause 8.5.1 ...

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6: Proof of Payment

Add the following:

The contractor shall within 14 days of the Commencement Date provide the Employer/Employer's Agent the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Employer's Agent.

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

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

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

Telephone:

Fax:

Email:

SIGNED ON BEHALF OF/BY THE TENDERER

.....

NAME

.....

SIGNATURE

.....

CAPACITY

.....

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

C1.3. TENDERER'S DIRECT PARTICIPATION OF TARGETED LABOUR

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Labour

Individuals, employed by the contractor and his / her targeted enterprise in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area. The minimum duration of employment for local labour is 3 months.

1.3 Target Area

For this project, the target area is defined as **ward 12** of the **Johannes Phumani Phungula Municipal Area**.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of 10% of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).

Labour Intensive Construction / Use of Local Labour

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below:

- Relocation of existing fences
- Packing of gabion stone for gabion mattresses
- Construction of stone pitched drains
- Installation of subsurface drainage system
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs
- General cleaning

The minimum labour rate as specified by the relevant government departments will be used.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities

- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 4) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail.

3.1 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of labour costs of the Net Amount (NA) and not as calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal 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, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times (D - D_o) \times N_A$$

Where

- D = tendered Contract Participation Goal percentage.
- D_o = 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 (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local labour content and specialist contractors excluding VAT)
- P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of % (minimum: 10%) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

.....

Telephone:.....

Fax:.....

6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff is considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF/BY THE TENDERER

NAME

SIGNATURE

CAPACITY

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

C1.4. TENDERER'S DIRECT PARTICIPATION OF TARGETED ENTERPRISES

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Enterprise

Targeted Enterprises are those majority Black-owned SMMEs whose primary area of operation is within the Johannes Phumani Phungula Local Municipality boundary. Where there are no suitable targeted enterprises within Johannes Phumani Phungula Local Municipality boundary that can be engaged to supply particular goods and services required a suitable majority Black-owned SMME whose primary area of operation is within the Harry Gwala District Municipality boundary will be accepted as a targeted enterprise.

2. Conditions associated with the Contract Participation Goals (CPG)

The tenderer undertakes to:

- 1) Appoint targeted enterprises to undertake a minimum of 20 % of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 4) Accept the sanctions set out in Section 4 below should such conditions be breached.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS1914-4 the requirements of the variations shall prevail.

3.3 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of targeted enterprise costs of the Net Amount (N_A) and not calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the tenderer fails to substantiate that any failure to achieve the Contract Participation Goal 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, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times (D - DO) \times N_A$$

Where D = Tendered Contract Participation Goal percentage.

DO = the contract participation goal which the employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable Expenditure such as specialist subcontractors, expenditure specified by the Employer's Agent for items with no local labour content and specialist contractors excluding vat)

P = Rand value of penalty payable

5. Contract Participation Goal in respect of targeted enterprises

I/We hereby tender a Contract Participation Goal of % (minimum: 20%).

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

Name:

Duly authorized to sign on behalf of:

.....

Telephone:.....

Fax:.....

6. Supporting contract participation goal calculation

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
Total			

SIGNED ON BEHALF OF/BY THE TENDERER

NAME

SIGNATURE

CAPACITY

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

C1.5. PROFORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor: means:

.....

Physical address:

.....

“Employer” means: JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY

“Contractor” means:”

.....

“Employer’s Agent” means: Civtech Engineers (Pty) Ltd

“Works” means:

.....

“Site” means:

.....

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

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

.....

Amount in words:

.....

“Guaranteed Sum” means: The maximum aggregate amount of
R

.....

Amount in words:

.....

“Expiry Date” means:

.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her 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:

GUARANTOR (1)	SIGNATURE
CAPACITY	DATE
GUARANTOR (2)	SIGNATURE
CAPACITY	DATE
WITNESS (1)	DATE
WITNESS (2)	DATE

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

C1.6. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,.....
representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer. +

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

Part C2: Pricing and Bill of Quantities

	<u>Page</u>
C2.1 Pricing Instructions-----	92
C2.2 Bill of Quantities -----	94

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

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

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

C2.2. BILL OF QUANTITIES

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

SECTION 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>BILL No 1 PRELIMINARIES AND GENERAL</p> <p>(Applicable to the whole of the Work)</p> <p>Note: A rate shall be entered in the amount column for each item. Items which are included should have the word "included" written in the appropriate column. All items not priced shall be deemed to be included elsewhere in the unit rates and no claim in this regard shall be entertained</p> <p>SCOPE OF WORK</p> <p>The scope of the work is the construction of 600m long walkway, all as indicated on the tender/ construction drawings</p> <p>Contract are GCC 2015</p> <p><u>Drawings</u></p> <p>2024-34-WD-000-02 : Paving pattern detail 2024-03-LAY-02 : Walkway Layout 2024-03-DET-01 : Walkway details 2024-03-DET-02 : Field inlet structure details and pipe trench details 2024-03-DET-03 : Wingwall Outlet Structure Details 2024-03-DET-04 : Stormwater Details 2024-03-DET-05 : Stormwater Details 2024-03-RD-LS-01 : Longitudinal Section 2024-03-RD-LS-02 : Longitudinal Section 2024-03-RD-LS-03 : Longitudinal Section 2024-03-RD-CS-01 : Cross Section 2024-03-RD-CS-01 : Cross Section 2024-03-SW-LS-01 : Stormwater Longitudinal section</p> <p>FIXED CHARGE ITEMS</p>				
1	<p>SANS1200 A.8.3.1 - Contractual Requirements</p> <p>Comprehensive breakdown of any cost claimed under this item needs to be provided with the tender</p> <p>Establishment of Facilities on the Site</p> <p><u>Facilities for Engineer (SANS 1200 AB)</u></p>	SUM	1		-
2	Office for site meetings	No	1		-
TOTAL CARRIED FORWARD					-

SECTION 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
3	Name board	No	2		-
	<i>Facilities for Contractor</i>				
4	SANS1200 A.8.3.2.2a - Offices and storage sheds	SUM	1		-
5	SANS1200 A.8.3.2.2e - Ablution and latrine facilities	SUM	1		-
6	SANS1200 A.8.3.2.2f - Tools and equipment	SUM	1		-
7	SANS1200 A.8.3.2.2g - Water supplies, electric power and communications	SUM	1		-
8	SANS1200 A.8.3.2.2h - Dealing with water (Subclause 5.5)	SUM	1		-
9	SANS1200 A.8.3.2.2i - Access (Subclause 5.8)	SUM	1		-
10	Pollution (Subclause 5.6)	SUM	1		-
11	SANS1200 A.8.3.2.2j - Plant, including crantage, scaffolding, etc	SUM	1		-
12	Confirmation of correct piling positions	SUM	1		-
13	Insurance	SUM	1		-
14	Security of the works	SUM	1		-
15	SANS1200 A.8.3.3 - General responsibilities and other fixed-charge obligations, including registered with NHBRC	SUM	1		-
16	SANS1200 A.8.3.4 - Remove site establishment on completion	SUM	1		-
	Occupational Health and Safety Requirements				
17	a) Quality Assurance Plan to be handed over to engineer for approval prior to site handover (QC/QA)	SUM	1		-
18	b) Preparation of Health and Safety Plan and submission of Health and Safety File	SUM	1		-
19	c) Health and Safety Training, KBC, etc	SUM	1		-
20	d) Medical examinations	SUM	1		-
TOTAL CARRIED FORWARD					-

SECTION 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
21	e) Personal Protective Clothing and Equipment	SUM	1		-
22	f) Fences, Signs and Barricades	SUM	1		-
23	g) Establishment of Safety Administration	SUM	1		-
24	h) Risk assessment at commencement of project	SUM	1		-
25	i) Other Health and Safety Fixed-charge and value related charged obligations	SUM	1		-
TIME RELATED ITEMS					
26	SANS1200 A.8.4.1 - Contractual Requirements (Calculated over contract period)	Months	6		-
Operation and Maintenance of Facilities on Site, for Duration of Construction, (unless otherwise stated)					
<i>Facilities for Engineer (SANS 1200 AB)</i>					
27	Office for site meetings	Months	6		-
<i>Facilities for Contractor</i>					
28	SANS1200 A.8.4.2.2a - Offices and storage sheds	Months	6		-
29	SANS1200 A.8.4.2.2e - Ablution and latrine facilities	Months	6		-
30	SANS1200 A.8.4.2.2f - Tools and equipment	Months	6		-
31	SANS1200 A.8.4.2.2g - Water supplies, electric power and communications	Months	6		-
32	SANS1200 A.8.4.2.2h - Dealing with water (Subclause 5.5)	Months	6		-
33	SANS1200 A.8.4.2.2i - Access (Subclause 5.8)	Months	6		-
34	Pollution (Subclause 5.6)	Months	6		-
35	SANS1200 A.8.4.2.2j - Plant, including crange, scaffolding, etc	Months	6		-
36	SANS1200 A.8.4.3 - Supervision for the duration of contract	Months	6		-
TOTAL CARRIED FORWARD					-

SECTION 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
37	Site meetings	Months	6		-
38	Insurance	Months	6		-
39	Security of the works	Months	6		-
40	Notice before covering the works	Months	6		-
41	SANS1200 A.8.4.4 - Company and head office overhead costs	Months	6		-
42	SANS1200 A.8.4.5 - General responsibilities and other time-related obligations	Months	6		-
Occupational Health and Safety Requirements					
43	a) Comply with Approved Quality Assurance Plan and requirements	Months	6		-
44	b) Implementation and maintenance of Health and Safety Plan	Months	6		-
45	c) Provision of Construction Safety Officer(s)	Months	6		-
46	d) Implementation and maintenance of Training	Months	6		-
47	e) Maintenance of Personal Protective Clothing and Equipment	Months	6		-
48	f) Interim task related risk assessment	Months	6		-
49	g) Maintenance of Fences, Signs and Barricades	Months	6		-
50	h) Implementation and maintenance of Safety Administration	Months	6		-
51	i) Other Health and Safety Time-related Obligations	Months	6		-
52	j) Submission of Health and Safety File	Months	6		-
TOTAL CARRIED FORWARD					-

SECTION 1: PRELIMINARIES AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
SUMS STATED PROVISIONAL BY ENGINEER					
53	Allow for ECO on monthly Health and Safety audits according to construction regulations	PC	1	25 000,00	25 000,00
54	Extra over 53 for profit, administration etc.	%	25 000		-
55	Allow for CLO Payments	PC	1	60 000,00	60 000,00
56	Extra over 55 for profit, administration etc.	%	60 000		-
57	Allow for PSC Payments	PC	1	60 000,00	60 000,00
58	Extra over 57 for profit, administration etc.	%	60 000		-
59	Allow for technical training	PC	1	60 000,00	60 000,00
60	Extra over 59 for profit, administration etc.	%	60 000		-
Note: All items above are subject to Engineer's instruction and approval					
TOTAL CARRIED FORWARD TO FINAL SUMMARY					

SECTION 2 : CIVIL WORKS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No 1 EARTHWORKS (PROVISIONAL) SUPPLEMENTARY PREAMBLES Carting away of excavated material Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site SITE CLEARANCE ETC Site clearance				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	75		-
2	Stripping average 100mm thick layer of top soil and stockpiling on site including clear vegetation and grass	m2	75		-
	EXCAVATION, FILLING, ETC Excavation in earth not exceeding 2m deep				
3	Pile caps, foundations	m3	18		-
	Extra over all excavations for carting away				
4	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	18		-
5	Surplus material from piling spoils on site to a dumping site to be located by the contractor	m3	20		-
	Risk of collapse of excavations				
6	Sides of trench and hole excavations not exceeding 1,5m deep	m2	24		-
	Keeping excavations free of water				
7	Keeping excavations free of all water other than subterranean water	Item	1		-
TOTAL CARRIED FORWARD					-

SECTION 2 : CIVIL WORKS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	Back excavation of vertical sides of excavation in earth for working space including backfilling compacted to 95% Mod AASHTO density				
8	Exceeding 500mm and not exceeding 1000mm deep for placing and removing formwork to pile caps/ foundation etc 500mm away from excavated face	m2	24		-
	Compaction of ground surface, including scarifying for a depth of 100mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density				
9	Under pile cap/ foundation	m2	18		-
	Prescribed density tests on filling				
10	Modified AASHTO Density test	No	4		-
	SOIL POISONING				
	Soil insecticide				
11	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	18		-
TOTAL CARRIED FORWARD TO SUMMARY					-

SECTION 2 : CIVIL WORKS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>BILL No 2 CONCRETE, FORMWORK AND REINFORCEMENT</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Cost of tests</p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the engineer. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the engineer. (Test cubes are measured separately)</p> <p>Formwork</p> <p>Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p> <p>UNREINFORCED CONCRETE</p> <p>15MPa/19mm Concrete</p>				
1	50mm Blinding layer under strip footings and bases	m2	18		-
TOTAL CARRIED FORWARD					-

SECTION 2 : CIVIL WORKS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	REINFORCED CONCRETE				
	25MPa/19mm Concrete				
2	Cattle grid support beams	m3	1		-
	30MPa/19mm Concrete				
3	Pile cap/ foundations	m3	18		-
4	Wing wall	m3	5		-
	CONCRETE SUNDRIES				
	Test Blocks				
5	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	21		-
	Finishing top surfaces of concrete smooth with a wood float for non-slip surface				
6	Pile cap/ foundation	m ²	18		-
7	Cattle grid support beams	m ²	4		-
8	Wing wall	m ²	4		-
	25MPa Non shrink grout				
9	Cementitious non-shrink grout bedding under base plate including chamfered edges all round and in nockets	lt	20		-
	PVC sleeves cast into concrete surface bed				
10	110mm Diameter sleeve	m	20		-
TOTAL CARRIED FORWARD					-

SECTION 2 : CIVIL WORKS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	TRIMMING OF PILES				
	Cutting off and removing excess length of precast concrete pile as exceeding 1,5m and not exceeding 2,0m long including stripping back for a height not exceeding 700mm to expose reinforcement, trimming to defined level and bending reinforcement as necessary for casting into pile cap				
11	400mm Diameter	No	8		-
	ROUGH FORMWORK (DEGREE OF ACCURACY III)				
	Rough formwork to sides				
12	Pile cap/ foundation	m2	24		-
	SMOOTH FORMWORK (DEGREE OF ACCURACY II)				
	Smooth formwork to sides				
13	Edges of cattle grid support beams not exceeding 300mm high	m	33		-
14	Edges of wing wall 350mm wide	m	6		-
15	Diagonal edges of wing wall 350mm wide not exceeding 45 degrees	m	9		-
16	Wing walls	m2	28		-
	Boxing in smooth formwork to form				
17	25 x 25mm Chamfer along corners of wing wall, etc	m	40		-
18	25 x 25mm Chamfer along corners of support beam	m	33		-
	REINFORCEMENT (PROVISIONAL)				
	Mild and high tensile steel reinforcement to structural concrete work				
19	Various diameter bars	kg	2825		-
TOTAL CARRIED FORWARD TO SUMMARY					-

SECTION 2 : CIVIL WORKS		
BILL NO	DESCRIPTION	AMOUNT
	SETION SUMMARY	
1	Earthworks	-
2	Concrete, Formwork & Reinforcement	-
TOTAL CARRIED FORWARD TO TENDER		-

SECTION 3: PILING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>BILL No 1 PILING</p> <p>SCOPE OF WORK</p> <p>The work comprises the design and installation of 8 piles. The contractor is referred to drawing No 2024-03-05 issued together with these bills of quantities in order to acquaint himself fully with the nature and scope of the work</p> <p>Note: Piles are to be installed subsequent to the site being excavated or filled to the correct levels</p> <p>SUPPLEMENTARY SPECIFICATION</p> <p>INDEMNITY</p> <p>The contractor shall take full responsibility for piling work and shall guarantee that piling work will support the calculated loads laid down by the engineer without injurious settlement. The actual lengths of piles shall be determined on site by the contractor in consultation with the engineer who will give all assistance possible. This does not in any way relieve the contractor of his responsibility or obligation to provide the specified guarantee</p> <p>The contractor shall indemnify the employer against any injury to or death of any person and all loss or damage to all structures resulting from the failure of any pile. In the event of the failure of any pile the contractor shall make good such pile and all consequent damage at his own expense</p> <p>The contractor shall insure in a policy, approved by the architect, against risks arising out of the responsibilities, guarantee and indemnities specified. The contractor shall pay all premiums in respect of this insurance policy.</p>				
TOTAL CARRIED FORWARD					-

SECTION 3: PILING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	GUARANTEE AND INSURANCE				
1	Provision of the specified piling guarantee and insurance	Item	1		-
	ESTABLISHMENT				
2	Transporting and establishment on site of necessary plant for the execution of the work and removal thereof on completion	Item	1		-
3	Setting up plant at pile position	No	8		-
	PILES DESIGNED BY THE CONTRACTOR				
4	Allowance for pile design by professional engineer	SUM	1		-
5	Setting out pile position by approved land surveyor	No	8		-
	Piles suitable for the following working loads etc including reinforcement, couplings, drilling, driving, etc (provisional)				
6	400mm Diameter, founded in the tillitr rock - vertical	No	4		-
7	400mm Diameter, founded in the tillitr rock - diagonally	No	4		-
	Test Blocks				
8	Making and testing 150 x 150mm concrete strength test cube (Provisional)	Sum	1		-
	Reinforcement				
9	Supply and install additional tension steel if required	t	0,5		-
	LOAD TESTING OF PILES				
10	Exposing pile for inspection including excavation 1m deep and backfilling	No	8		-
11	Transporting and establishment on site of necessary testing plant for the execution of the work and removal thereof on completion	No	1		-
12	Load test piles	No	8		-
13	Integrity testing of load-bearing piles	No	8		-
TOTAL CARRIED FORWARD TO SUMMARY					-

SECTION 4: STRUCTURAL STEELWORK					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>BILL No 1 STRUCTURAL STEELWORK</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>The design of the trusses, bracing and secondary members forming part of the total galvanised steel roof construction shall be prepared by a professional structural engineer. Two sets of detailed working drawings showing all elements, bracing, fixings, anchoring methods, all calculations, as well as pertinent erection instructions for the whole roof construction shall be provided for consideration and written permission to proceed before manufacturing any trusses</p> <p>DETAILING</p> <p>Prepare Shop Drawings, including Connection Details and Submit for Approval</p>				
1	Structural steelwork bridge structure	kg	9950		-
	<p>NEW WORK</p> <p>Supply and fabrication of Grade S355JR steelwork as per SANS 2001-CS1</p> <p><i>The Following in Bridge Structure with Gussets and Connection Plates</i></p>				
2	52 x 89 x 18kg/m I-section cattle grid	kg	920		-
3	PFC 100 x 50 Channel section walkway side bracing	kg	525		-
4	PFC 180 x 70 Channel section walkway bearers	kg	1031		-
5	PFC 180 x 70 Channel section handrail top and side rails	kg	1055		-
6	PFC 300 x 100 Channel section main truss	kg	2435		-
7	Extra over PFC 300 x 100 channel section to curve at 18100mm radius	m	54		-
8	Extra over PFC 300 x 100 channel section for 6mm continues butt weld to weld back to back together	m	7		-
TOTAL CARRIED FORWARD					-

SECTION 4: STRUCTURAL STEELWORK					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
9	127mm Diameter x 5mm Circular hollow section in pipe struts	kg	115		-
10	50 x 50 x 3mm Square hollow section in handrail diagonal bracing	kg	1065		-
11	60 x 60 x 6mm Square hollow section in handrail vertical bracing/ stancion	kg	317		-
12	70 x 70 x 6mm Angle section walkway cross bracing	kg	352		-
13	100 x 100 x 6mm Angle section handrail bottom frame	kg	547		-
14	24mm Diameter bar section anchor rods	kg	288		-
15	Flat sections and plates in gussets, base plates, bracket's, cap, etc	kg	1300		-
Delivery to Site					
16	Structural steel components complete	kg	9950		-
Erection on Site					
17	Structural steel components complete	kg	9950		-
18	Site weld new steel with full penetration fillet welds to comply with SABS 044-1963 including welding preparation, root welds and fillers as required to steel exceeding 6mm and not exceeding 12mm thick	m	25		-
NEW WORK IN HOT DIPPED GALVANISED STEEL					
<i>Supply, deliver and Install</i>					
19	Mentis gripweld RS40 prefabricated serrated open grid floors with 40 x 3mm bearer bars and 40 x 40mm openings, including banding around edges, four grating clips per panel, etc	m2	44		-
20	3mm/ 4,6mm Thick chequer vastrap ontop of grating bolted to PFC bearers (Detail 4)	m2	44		-
TOTAL CARRIED FORWARD					-

SECTION 4: STRUCTURAL STEELWORK					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	Erection Bolts to All Structures				
	<i>Supply and install</i>				
21	Grade 8.8 hot dipped galvanised steel bolts, nuts and washers to SANS 135-1991	kg	500		-
22	M16 hot dipped galvanised anchors bolts 270mm long into concrete surfaces including protecting thread against damage	No	24		-
23	M24 hot dipped galvanised anchors bolts 460mm long into concrete surfaces including protecting thread against damage	No	16		-
	SUNDRIES				
24	Teflon washer where 24mm diameter rod passes through a 30mm diameter hole in PFC steel frame	No	30		-
25	3 off Elastic bearer pads ontop of each other vulcanised to top plate, overall size 180 x 300 x 22mm thick	No	4		-
26	48mm Diameter timber handrailing bolted to steel brackets	m	46		-
27	Two coats varnish to timber handrail	m2	6		-
TOTAL CARRIED FORWARD TO SUMMARY					-

SECTION 4: STRUCTURAL STEELWORK					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL No 2 CORROSION PROTECTION				
	Corrosion Protection				
1	Transport to blasting and painting site	t	10		-
2	Abrasive blast clean to SA2.5	m2	25		-
3	Apply one coat zinc chromate primer with min dry film thickness of 30 micrometers	m2	25		-
4	Apply one coat universal zinkchromate undercoat with min dry film thickness of 25 micrometers	m2	25		-
5	Apply two coats provinate or similar paint	m2	25		-
6	Repair all damaged surfaces with wire brush, spot priming and patch painting on site	m2	5		-
	Quality Assurance				
7	Allow for Third Party Paint inspections and reports performed by approved inspection Authority	Sum	1		-
TOTAL CARRIED FORWARD TO SUMMARY					-

SECTION 4: STRUCTURAL STEELWORK		
BILL NO	DESCRIPTION	AMOUNT
	SECTION SUMMARY	
1	Structural Steelwork	-
2	Corrosion Protection	-
TOTAL CARRIED FORWARD TO TENDER		-

SECTION 5: WALKWAY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>BILL No 1 EARTHWORKS (PROVISIONAL)</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Carting away of excavated material</p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <p>SITE CLEARANCE ETC</p> <p>Site clearance</p>				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	2300		-
2	Stripping average 100mm thick layer of top soil and stockpiling on site including clear vegetation and grass	m2	2300		-
	<p>EXCAVATION, FILLING, ETC</p> <p>Cut to fill and compacted to 95% Mod AASHTO density</p>				
3	Sloped site	m3	120		-
	<p>Cut to stockpile for disposal</p>				
4	Sloped site	m3	970		-
	<p>Excavation in earth not exceeding 2m deep</p>				
5	Inlet/ Outlet	m3	100		-
6	Pipe trench for 450mm diameter pipe	m3	47		-
TOTAL CARRIED FORWARD					-

SECTION 5: WALKWAY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	Extra over all excavations for carting away				
9	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	1040		-
	Risk of collapse of excavations				
10	Sides of inlet/ outlet excavations not exceeding 1,5m deep	m2	35		-
11	Sides of pipe trench excavations not exceeding 1,5m deep	m2	70		-
	Keeping excavations free of water				
12	Keeping excavations free of all water other than subterranean water	Item	1		-
	Topsoil from stockpile				
13	Stormwater channel sides	m2	1200		-
	Selected G7 filling from stockpile compacted to 93% Mod AASHTO density				
14	Under inlet/' outlets	m3	5		-
15	Pipe trench	m3	35		-
	Imported G7 filling supplied by the contractor compacted to 95% Mod AASHTO density				
16	Under paving	m3	175		-
	Imported G5 filling supplied by the contractor compacted to 95% Mod AASHTO density				
17	Under paving	m3	145		-
18	Under inlet/' outlets	m3	2		-
TOTAL CARRIED FORWARD					-

SECTION 5: WALKWAY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	Compaction of ground surface, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density				
19	Under paving	m2	1260		-
20	Under inlet/ outlets	m2	10		-
21	Reno mattress/ stone pitching	m2	100		-
22	Stormwater channel sides	m2	1200		-
	Prescribed density tests on filling				
23	Modified AASHTO Density test	No	120		-
	GRASSING				
24	Kikuyu runners in rows to sloped sides of stormwater channel	m2	1200		-
25	Fertilizing grassed areas after completion of planting	m2	1200		-
26	Maintenance of grassed areas for a period of 3 months, including regularly weeding and irrigating as necessary	Sum	1		-
	STONE PITCHING				
	Stone pitching of approximately 100mm diameter river stones tightly packed including preparation of ground surface under				
27	Against sloping banks	m2	50		-
	GABIONS AND INTERLOCKING BLOCK RETAINING STRUCTURES				
	Gabions of galvanised wire boxes laced together and filled with broken stone				
28	170mm Thick reno mattress	m2	50		-
29	2m x 0.5m x 0.5m gabions	m ³	10		-
TOTAL CARRIED FORWARD					-

SECTION 5: WALKWAY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	FILTER FABRIC				
	A4 Bidum Non-woven continuous filament needle punch polyester filter fabric				
29	Under stone filled reno mattrass including preparing ground surface under	m2	50		-
	SOIL POISONING				
	Soil insecticide				
30	Under walkway	m2	965		-
31	Under reno mattrass/ stone pitching	m2	100		-
	Weedkiller				
32	Under paving	m2	965		-
33	Under reno mattrass/ stone pitching	m2	100		-
TOTAL CARRIED FORWARD TO SUMMARY					-

SECTION 5: WALKWAY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>BILL No 2 CONCRETE, FORMWORK AND REINFORCEMENT</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Cost of tests</p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the engineer. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the engineer. (Test cubes are measured separately)</p> <p>Formwork</p> <p>Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p> <p>UNREINFORCED CONCRETE</p> <p>15MPa/19mm Concrete</p>				
1	Inlet/ Outlet benching	m3	0,3		-
TOTAL CARRIED FORWARD					-

SECTION 5: WALKWAY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	REINFORCED CONCRETE				
	25MPa/19mm Concrete				
2	Inlet/ Outlet floors/ down stand beam	m3	5		-
	30MPa/19mm Concrete				
3	Anchor beam	m3	1		-
	CONCRETE SUNDRIES				
	Test Blocks				
4	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	45		-
	Finishing top surfaces of concrete smooth with a wood float for non-slip surface				
5	Anchor beam	m2	7		-
6	Inlet/ Outlet floors	m2	25		-
	ROUGH FORMWORK (DEGREE OF ACCURACY III)				
	Rough formwork to sides				
7	Inlet/ Outlet downstand beam	m2	10		-
8	Inlet/ Outlet floors	m	75		-
9	Anchor beam not exceeding 300mm high	m	96		-
	REINFORCEMENT (PROVISIONAL)				
	Mild and high tensile steel reinforcement to structural concrete work				
10	Various diameter bars	kg	720		-
	Fabric reinforcement				
11	Ref 195 fabric reinforcement in concrete surface beds, etc	m2	25		-
TOTAL CARRIED FORWARD					-

SECTION 5: WALKWAY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	PRECAST CONCRETE				
12	150 x 225mm Precast concrete edge beam	m	1200		-
13	1200 x 1420 x 150mm Manhole cover with Ref 395 and lifting hooks	No	5		-
14	200 x 200 x 250mm Blocks bedded in outlet floors	No	45		-
	Supply, handle, lay, bedding concrete pipe spigot, Type Class 50D including rubber rolling ring joints				
15	450mm Pipe	m	35		-
TOTAL CARRIED FORWARD TO SUMMARY					-

SECTION 5: WALKWAY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>BILL No 3 MASONRY</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>BRICKWORK</p> <p><i>Sizes in descriptions</i></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p><i>Brick bond</i></p> <p>Brickwork shall be built in stretcher bond, with 10mm thick bedding joints and 10mm thick perpendicular joints.</p> <p>Perpendicular joints to be flushed up solid and each course is to be laid on a solid bed of mortar</p> <p>FOUNDATIONS (PROVISIONAL)</p> <p>Brickwork of FBS bricks (12 MPa nominal compressive strength) in class II mortar</p>				
1	One brick walls in inlet/ outlet structures	m2	45		-
2	Extra over for brick on edge coping on top of one brick wall	m	20		-
	<p>Brickwork reinforcement</p>				
3	150mm Wide reinforcement built in horizontally	m	530		-
TOTAL CARRIED FORWARD					-

SECTION 5: WALKWAY					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
	SEGMENTED PAVING				
	60mm Grinaker uni-decor double zig-zag interlocking precast concrete paving blocks (25MPa) with butt joints laid to herringbone pattern on 20mm thick river sand bed with sand and cement mixture swept into joints hosed down including rolling to locked-up conditions, etc				
4	60mm, Type S-A unit, Herringbone pattern laid at 45deg to line of travel Herringbone interlocking grey concrete paving	m2	485		-
5	60mm, Type S-A unit, Basket Weave pattern laid at 45deg to line of travel Herringbone interlocking grey concrete paving	m2	485		-
6	Straight cutting	m	2406		-
	Concrete brick paving				
7	220mm Wide border	m	1200		-
8	220mm Wide paving divider	m	603		-
TOTAL CARRIED FORWARD TO SUMMARY					-

SECTION 5: WALKWAY		
BILL NO	DESCRIPTION	AMOUNT
	SECTION SUMMARY	
1	Earthworks	-
2	Concrete, Formwork & Reinforcement	-
3	Masonry	-
TOTAL CARRIED FORWARD TO TENDER		-

BILL NO	DESCRIPTION	AMOUNT
	SUMMARY	
1	Preliminaries and General	
2	Civil works	
3	Piling	
4	Structural steel	
5	Walkway	
	Sub Total	
	ADD: VAT @ 15%	
	Sub Total	
	Contigencies (10%)	
TOTAL CARRIED FORWARD TO TENDER OFFER		

Declaration

(In respect of completeness of Tender)

Johannes Phumani Phungula Local Municipality
Municipal Building
29 Margaret Street
Ixopo

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part of this Contract Document comprising 185 pages + the Bill of Quantities comprising 20 pages in consecutive order upon which my/our tender for the BID NO: BID NO: JPP-B-03/08/25 CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12 has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

Part C3: Scope of Work

CONTENTS

DESCRIPTION	PAGE
SCOPE OF WORKS	117
C3.1. Description of works	117
C3.1.1 Employer's objectives	117
C3.1.2 Overview of the works	117
C3.1.3 Location of the Works	117
C3.1.4 Description of Site and Access	117
C3.1.5 Temporary Works	118
C3.2. Procurement	117
C3.2.1 Preferential Procurement Procedures	117
C3.2.2 Subcontracting	119
C3.3. Engineering	119
C3.3.1 Design Services and Activity Matrix	119
C3.3.2 Drawings	119
C3.4. Construction	119
C3.4.1 Works Specifications	119
C3.4.2 Plant and Materials	120
C3.4.3 Construction Equipment	120
C3.4.4 Existing Services	120
C3.4.5 Site Establishment	121
C3.4.6 Usage	121
C3.4.7 Permit and Way Leaves	121
C3.4.8 Water for Construction Purposes	121
C3.4.9 Survey Control and Setting Out of the Works	122
C3.5. Particular Specifications	123
C3.5.1 Variations and Additions to Standard Specification	124
C3.5.2 Health & Safety Specification	137
C3.5.3 Environmental Management Plan	149
C3.5.4 Drawings List	153

C3 SCOPE OF WORKS

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's objectives

The employer's objective of this pedestrian bridge is to provide access for the community of Ward 12 in the area of Mgodì Skeyi. This bridge will link the communities and provide easy access to public facilities during the flooding period such as local community hall, schools, churches, etc.

C3.1.2 Overview of the works

The work that is to be carried out under the contract is as provided for in the Bill of Quantities, Drawings and project particular specifications. However, if during construction conditions are found to differ from those anticipated, the Employer's Agent reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be dealt with in accordance with the General Conditions of Contract 2010. Establishment

- Clearing and grubbing the pedestrian bridge
- Bulk earthworks will be 400m³
- Excavation of foundation and backfilling
- Concrete foundation
- Steel reinforcement and formwork
- Concrete decking will be 20m in span
- Structural steel truss
- Structural steel stays
- Timber handrails
- Solar powered lights
- 60mm interlocking concrete block (741m²)
- G5 layerworks (112m²)

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

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

C3.1.3 Location of the Works

The project is located within Johannes Phumani Phungula Local Municipality at the location called Mgodì Skeyi in KwaZulu Natal.

The site coordinates are:

Longitude	Latitude
30°03'54.07"E	30°16'07.36"

C3.1.4 Description of Site and Access

The proposed pedestrian bridge is located at Mgodì Skeyi area which is 5km south from Highflats. Access to the site can only be obtained through P68 for 5km and L2914. An overview Map indicating the position of the project within the context of the municipal boundary is located on Figure no.1 here under:



C3.1.5 Temporary Works

All design and the construction of any temporary works must be approved by the Engineer.

C3.2. PROCUREMENT

C3.2.1 Preferential Procurement Procedures

C3.2.1.1 Requirements

The Preferential Procurement Procedures are detailed in C1.3 (Tenderer's Direct Participation of Targeted Labour) and C1.4 Tenderer's Direct Participation of Targeted Enterprises.

C3.2.1.2 Resource Standard Pertaining to Targeted Procurement

State the number, title, part and edition of SANS 1914 Targeted Procurement applicable to the contract and all data, variations and definitions required - e.g. definitions of targeted groups, weighting factors etc. (Refer to SANS 10396 for specific guidance)

- SANS 1914-1:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises
- SANS 1914-2:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Partners in Joint Ventures
- SANS 1914-3:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Partners in Joint Ventures
- SANS 1914-4:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Labour (local resources)
- SANS 1914-5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Labour
- SANS 1914-6:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises in Concession Contracts

C3.2.2 Subcontracting

C3.2.2.1 Scope of Mandatory Subcontract Works

No requirements specified.

C3.2.2.2 Preferred Subcontractors / Suppliers

No requirements specified.

C3.2.2.3 Subcontracting Procedures

Subcontractors shall be appointed in line with Clause 4.4 of the General Conditions of Contract (GCC 2015) and where required / necessary a subcontractor shall be selected in consultation with the Employer.

C3.2.2.4 Attendance on Subcontractors

The provisions of Clause 4.4 of the General Conditions of Contract (GCC 2015) shall be applicable.

C3.3. ENGINEERING

C3.3.1 Design Services and Activity Matrix

The following will be the responsibility of the contractor to attend to:

- Check for location of and protection of existing services
- Preparation of as-built drawings

C3.3.2 Drawings

It will be the contractor's responsibility to produce any Bulk Earthworks drawings and variations to the design and as built drawings.

C3.4. CONSTRUCTION

C3.4.1 Works Specifications

C3.4.1.1 Applicable Specification

The following SANS 2001 standards for construction works are applicable to the contract:

- SANS 2001-BE1 Construction works Part BE1 : Earthworks (general)
- SANS 2001-BS1 Construction works Part BS1 : Site clearance
- SANS 2001-DP1 Construction works Part DP1 : Earthworks for buried pipelines and prefabricated culverts
- SANS 2001-DP5 Construction works Part DP5 : Stormwater drainage
- SANS 2001-CT2 Construction works Part CT2 : Structural timberwork (roofing)

C3.4.1.1.1 Applicable Technical Recommendations For Highways (TRH)

- TRH 14 Guidelines for Road Construction Materials
- TRH 20 The Structural Design, Construction and Maintenance of Unpaved Roads

C3.4.1.1.2 Applicable Technical Methods For Highways (TMH)

- TMH 1 Standard Methods for Road Construction Materials
- TMH 5 Sampling Methods for Road Construction Materials
- TMH 6 Special Methods for Testing Roads
- TMH 10 Manual for the Completion of As-Built Materials Data Sheets TMH 11 Standard Survey Methods

C3.4.1.2 Particular Specifications

Refer to C3.5.

C3.4.1.3 Certification by Recognised Bodies

Certified by the CIDB

C3.4.2 Plant and Materials

C3.4.2.1 Plant and Materials Supplied by the Employer

None

C3.4.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed by the Employer's Agent. Construction needs to be carried out according to the Construction Drawings.

C3.4.3 Construction Equipment

C3.4.3.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the construction of roads and the ancillary works.

C3.4.3.2 Equipment Provided by the Employer

None

C3.4.4 Existing Services

C3.4.4.1 Known Services

All known services are shown on the Construction Drawings. The onus still lies with the main contractor to ensure that no services are damaged during the construction phase.

C3.4.4.2 Treatment of Existing Services

It is not envisaged that any of the existing services requires temporary or permanent relocation. Special care should be taken working underneath overhead lines.

C3.4.4.3 Use of Detection Equipment for the Location of Underground Services

None

C3.4.4.4 Damage To Services

It is the responsibility of the contractor to ensure that no services are damaged during the construction process. In case the known services indicated on the drawings are damaged, the main contractor shall be responsible for the repair off the services to the original state before it was damaged, as well as all cost associated with the damaged service.

C3.4.5 Site Establishment

C3.4.5.1 Services and Facilities Provided by the Employer

None

C3.4.5.2 Facilities Provided by the Contractor

The onus lies with the main contractor to find a suitable camp site, approved by the Employer's Agent. The main contractor is also responsible for the rehabilitation of the area to its original state on completion of the works.

C3.4.5.3 Storage And Laboratory Facilities

No requirements are specified. A commercial laboratory will be utilised.

C3.4.5.4 Other Facilities and Services

No requirements are specified.

C3.4.5.5 Vehicles and Equipment

No requirements are specified.

C3.4.5.6 Advertising Rights

It is the main contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the main contractor.

C3.4.5.7 Notice Boards

The main contractor is allowed to place a Notice board on site. The maximum allowed size of this board should be as per the attached notice board drawing

C3.4.6 Site Usage

The contractors are not allowed to work outside the allowed working hours, as agreed with the Employer's Agent. The disturbance to the residence should be kept at a minimum.

C3.4.7 Permits and Way Leaves

No requirements are specified.

C3.4.8 Water for Construction Purposes

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 necessaries for procuring, storing, transporting and supplying water required for the execution of the Contract, including but not limited to all piping and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, 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 Engineer, 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 Engineer, 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.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

C3.4.9 Survey Control and Setting Out of the Works

The setting out bench marks is provided by the Employer's Agent. It is the contractor's responsibility to ensure that the setting out bench marks is correct and to use these bench marks for setting out.

C3.5. PARTICULAR SPECIFICATIONS

C3.5.1 Variations and Additions to Standard Specification

C3.5.2 Health & Safety Specification

C3.5.3 Environmental Management Plan

C3.5.4 Drawings List

C3.5.1 VARIATIONS & ADDITIONS TO STANDARD SPECIFICATION

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

SABS 1200 A: GENERAL

PSA2.8 Schedule of Quantities

PSA2.8.1 Principle:

Items which are designated as provisional quantities or provisional in the Bill of Quantities are intended to provide for works, the need or extent of which cannot be forecast. Work scheduled as such shall only be undertaken on the written instruction of the Engineer and, where applicable, shall be paid for at the tendered rate or in the absence of rates shall be valued in accordance with Clause 6.4.1 of the General Conditions of Contract 2010.

The Bill of Quantities shall not be used for ordering purposes and no liability or responsibility shall be admitted by the Engineer in respect of materials ordered or procured by the Contractor on the basis of the Bill of Quantities

PSA3 MATERIALS

PSA3.1 Material Quality

The Engineer will take samples from stockpiles of proposed construction materials on site and from the completed works. Approval will not be granted for samples delivered direct to the Engineer's office. The Contractor shall be responsible for the cost of all failures on test samples and control testing.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud and be protected from Stormwater.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Bags of cement which show any degree of hydration and setting shall be removed from the site of the Works and replaced at the Contractor's own expense.

Materials shall be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes shall be lifted or lowered only by means of suitable hoisting equipment.

PSA5.2 Watching, Barricading, Lighting

The Contractor shall employ competent watchmen to guard the Works both by day and night.

From the time any portion of the Works commences, until the Completion of the Works and the issue of the Certificate of Completion of the Works, the Contractor shall be responsible for protecting the property of the Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupier of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and, in a safety, and satisfactory condition.

PSA8.2.2 Time-Related Items

Add the following:

Where extension of time is approved, payment for time-related items shall only be applicable to working days as defined in the Contract.

PSA5.7 OCCUPATIONAL HEALTH AND SAFETY

The contractor shall abide by the Occupational Health and Safety rules as described in Section C 3.5.2 of this document

PSA7 TESTING

PSA7.1 Testing Principles

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor is satisfied with the standard of the Works, the Engineer will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Engineer with the results of the check testing indicating that the Work is to specification.

Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the Work to be tested.

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, the Contractor will be issued with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of any responsibilities under the specification or in any way limit the tests, which the Engineer may call for or perform in terms of the specification.

PSA7.2 Approved Laboratories

Acceptance testing shall be done by a laboratory selected by the Engineer. The Engineer requires twenty-four hours' notice from the Contractor in order to perform the relevant acceptance test.

All acceptances testing by the Engineer shall be paid by the Contractor. The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certified. This payment shall consist of a billed amount plus the tendered mark-up.

A Provisional Sum has been provided in Section 1 of the Bill of Quantities to allow for the cost of such testing.

The Contractor shall make due allowance for testing procedures in the construction programme.

PSA8.2 PAYMENT

PSA8.2.2 Time-Related Items

Add the following:

Where extension of time is approved, payment for time-related items shall only be applicable to working days as defined in the Contract.

PSA8.8.4 Existing Services

The tendered rate for item 1.7.3 shall further cover the cost of backfilling the excavation with selected material compacted to 90% AASHTO density, keeping the excavation safe and taking care that the services are not damaged in any way. No direct payment will be made for the protection of such services.

PSA9 RECORD DRAWING INFORMATION

As the Works are progressing, the Contractor shall mark on a special set of drawings, all as-built details and submit them to the Engineer's Representative for approval on a monthly basis.

The Certificate of Completion shall only be issued once all the as-built information has been received from the Contractor and verified by the Engineer.

The as-built information shall include data sheets in MS EXCEL format providing full details in itemised form of all infrastructure components purporting to be NEW INFRASTRUCTURE ASSETS for which the Municipality is required to compile an asset register in terms of National Treasury requirements. Such schedule shall provide the Built value of any such assets, the life expectancy thereof, the date from which these assets were put into practical operation as well as any other detail in a format as may be required and specified by the Hibiscus Coast Municipality Asset Management Division within the Finance Directorate.

It shall be a further requirement that all as-built information, as explained above and in a format satisfying the requirements of the Ingwe Municipality GIS Division, shall be prepared by the contractor and handed to the Engineer for verification and handing over to the Municipality.

PSA11 SITE INSTRUCTIONS

The Engineer shall supply a site instruction book for specific use on the Site. All instructions given by the Engineer's Representative must be confirmed and countersigned by the Engineer.

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer's Representative. Reasonable notice time shall be allowed prior to inspections. All inspections request and approval/disapproval thereof shall be recorded by the Site staff in writing.

PSA12 TACHOMETRIC SURVEY

The Contractor will be required to complete tachometric survey of the works at project completion of the defined areas with an appropriate grid spacing to capture all terrain detail and give accurate contours at contours at 0.1 m intervals on flat areas and at 0.5 m intervals on slopes with a grade of more than 1 to 3. Levels of existing services will be to a tolerance of less than 20 mm. Where possible the survey should extend beyond the road reserve. The survey will be done to the WGS 84 Co-ordinate System, unless specified differently and all heights will be to MSL in metres.

The survey must incorporate the identification of any encroachment by existing fences, walls and other structures. The survey must also identify all above and below ground existing

services on the site, within the road reserve and defined survey area. These include water, sanitation, stormwater, electrical and telecommunications information such as pipe sizes, inverts, flow direction, kerb inlets, details and cable duct markers, valve boxes and any other visible service identifiers, etc.

Drawings will be submitted in DXF format as well as the standard format of the drafting program used by the surveyor.

Full description of all codes and descriptions must accompany the survey data.

A seven-day lead time is required for the engineer to analyse the survey data; compare quantities with the Contractor and production of amended construction drawings, if necessary.

SABS 1200 AB: ENGINEER'S OFFICE

PSAB MATERIALS

PSAB3.1 NAME BOARDS

Add the following:

Erection of the Contractor's name board of maximum size 2.4 x 1.25 m will be allowed in the area of the Works, at a position approved by the Engineer, who may at any time order its removal if any objections are received.

Two Employer's name board shall be erected within one month of the commencement of construction and shall be placed where ordered by the Engineer. Any damage to this board shall be repaired within 14 days of a written instruction received from the Engineer.

The board shall be manufactured from materials specified in Clause 3.1 of SABS 1200 AB but shall conform in the painting, decorating and detail with the recommendations for the MIG or Standard Board of the South African Association of Consulting Engineers.

All name boards shall be removed 14 days prior to the date of the Final Approval Certificate.

PSAB3.2 OFFICE BUILDING(S)

The Contractor shall supply, maintain and service:

- a) A furnished office for 20 m² minimum floor area able to seat 10 people or joint use by him and the Employer. This room shall be equipped with adequate lighting, chairs, tables, heater/air condition, a 2 m² notice board, a 2 m² whiteboard and two suitable power points.

PSAB4 PLANT

PSAB4.1 TELEPHONE

Replace clause 4.1 with the following:

A cellular telephone allowance of R 1 000.00 per month for calls by the Engineers' Representative shall be reimbursed through the Contract.

PSAB5.6 SURVEY EQUIPMENT

The Contractor shall upon request provide the following survey equipment on the Site from the commencement to the completion of the Works.

- 1 tachometer capable of reading to 20 seconds of arc or total survey station.
- 1 engineers level and levelling staff.

2 tachometer staves graduated metrically.
1 steel tape of 100 m length.
Wooden and steel pegs and hammers as required.

The equipment may by arrangement be shared between the Contractor and the Engineer's Representative, but the remaining instruments shall be provided for the exclusive use of the Engineer's Representative. The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. The Contractor shall also maintain the equipment in good working order throughout the Contract period.

Upon completion of the whole of the Works, ownership of the equipment shall revert to the Contractor.

SABS 1200 C: SITE CLEARANCE

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence with the following:

Unless otherwise indicated by the Engineer the areas to be cleared shall consist of the full servitude and if specified by the Engineer the spoil areas. The Contractor may proceed with clearing and grubbing after the handover of the site. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

SABS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)

PSDM3.2.3 Selected Layer

Add the following:

The Contractor shall obtain selected sub-grade material from a source of his own choice. The unit rate tendered shall include all procurement related costs, including haulage. The material quality shall comply with that of G7 natural gravel as specified in SANS 1200 and shall be compacted to the specified of Mod AASHTO Density. A selected layer to be used when any unsuitable material is removed in the roadworks.

PSDM 5.2.3 Treatment of Road – Bed

PSDM 5.2.3.3 Treatment of Road – Bed

a) Preparation and compaction of road bed

Substitute the first paragraph of DM 5.2.3.3(a) with the following:

The road bed shall be scarified to a depth of 150 mm, watered, shaped and compacted to 93 % of AASHTO density (100 % for sand), except where otherwise ordered by the Engineer.

In clay areas only excavation and shaping to the correct level will be necessary.

SABS 1200 LE: STORMWATER DRAINAGE

PSLE 3.1.1 MATERIAL FOR SUBSOIL DRAINAGE

PSLE 3.1.1.1 Pipes

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

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

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

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

PSLE 3.1.1.2 Crushed-stone

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

PSLE 3.1.1.3 Geotextile Blanket

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

PSLE 3.1.1.4 Sand

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

D15 : 0,2 mm to 0,4 mm

D85 : 1,2 mm to 4,7 mm

SABS 1200 MM: ANCILLARY ROADWORKS

PSMM 8.4.1 Supply and Apply Paint Suitable for the roadworks, Paint to be applied at a Nominal Rate of 0.42 e/m²

PSMM8.4.1(a) White lines (unbroken)..... Unit:
m

The rate shall cover the cost of supplying, transporting, off-loading and application.

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.2 Existing Services

PSD 5.1.2.2 Detection, location and exposure

Add the following paragraph:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating

the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

PSD 5.1.2.3 Protection of Cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

PSD 5.1.4 Nuisance

PSD 5.1.4.1 Dust nuisance

Add the following paragraphs:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. An item has been included in the schedule of quantities for payment of this work. Also refer to the Environmental Management Plan in this regard.

The Contractor shall take the necessary precautions to prevent sand blowing onto adjacent properties during the construction period. Where necessary stabilisation deemed will be specified, but during construction the Contractor will be responsible for keeping the sand damp to prevent wind erosion. Provision for keeping sand damp must be included in the Contractor's tender rates for this item.

PSD 5.1.6 Road Traffic Control

Add the following paragraphs:

- a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided.
- b) Danger tape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.1 Site Preparation

PSD 5.2.1.2 Conservation of topsoil

Add the following paragraph:

Removal of topsoil shall only occur in areas as approved by the Engineer in writing. The topsoil shall be conserved for use elsewhere. Refer to the Environmental Management Plan in this regard.

PSD 5.2.2 Excavation

PSD 5.2.2.3 Disposal

Substitute the second sentence of this clause with the following paragraph:

All surplus and unsuitable material shall be disposed of at the nearest municipal dump site or any other site located by the Contractor and approved by the Engineer in writing.

PSD 5.2.2.4 Excavation by hand around existing services

Where hand excavation is required around existing services it shall be done within 3, 0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PSD 5.2.3 Placing and Compaction

PSD 5.2.3.1 Embankments

Add the following paragraph:

In-situ sandy material with a PI<12 shall be compacted to 98% Mod AASHTO while clayey sands and sandy clays be compacted to 95% Mod AASHTO to a depth of 300 mm. Sandy fill shall be compacted in layers to 100% Mod AASHTO.

PSD 5.2.4.3 Grass or other vegetation

Add the following paragraphs:

The vegetation shall consist of an approved grass or hydroseed mixture and the contractor shall carry out sufficient tests with the applied top soil to ensure that the grass or hydroseeding mixture proposed for use is suitable and will flourish after application and watering. This is particularly important for the lining of the channels and the contractor must submit various grass mixtures from a specialist horticulturist for consideration in the grass lining of the channels. The cost of any such submissions together with the cost of supplying suitable fertiliser must be included in the applicable rates for this work.

Hydroseeding shall be carried out at the earliest convenient stage of the construction and shall be arranged to suit the program of completed work.

The Contractor shall arrange for the topsoil to be tested for fertiliser requirements and he shall submit the test reports to the Engineer who will, after that, issue instructions on the fertiliser to be used. The cost of any such tests together with the cost of supplying fertiliser must be included in the applicable rates for this work.

Undue humps and hollows shall be smoothed out before hydroseeding is commenced.

PSD 8.3.11 MEASUREMENT AND PAYMENT

PSD 8.3.11 Grassing or other Vegetation Cover

Add the following paragraph:

The rate tendered shall cover the cost of all tests on the topsoil, procuring the seed, delivering to site, providing all labour, equipment, fertilizer, and water, hydroseeding the mixture onto the topsoil watering and maintaining the vegetation cover until the end of the maintenance period.

PSD 5.2.5 Transport for Earthworks

PSD 5.2.5.1 Freehaul

Add the following paragraph:

The movement of material to and from any source within a 0.5km radius of the site will be taken as free haul, with no additional payment for loading, handling, haulage and placement in the final position.

PSD 5.2.6 STABILISATION

PSD 5.2.6.1 Construction

The top sand surface on completed terraces and other areas or the base of excavated clay pockets shall be stabilised as directed by the Engineer.

Baled straw shall be placed on the completed area, opened and evenly spread by hand or machine at a coverage rate of one bale per 20m² over the area to be stabilised. It shall then immediately be harrowed into the upper 100 mm layer of sand using a serrated disc harrow or by labour based methods in an east-west or west-east direction. Twigs, grass, etc. from site clearance can also be utilised provided that a similar cover and degree of stabilisation to straw is achieved.

This operation shall not be attempted when the wind strength is such as to remove the material before it can be harrowed.

PSD 5.2.6.2 Measurement and Payment

The rate shall include the supply, placing, spreading and harrowing in of the straw and for all transport, plant, materials, labour and incidentals necessary to complete the Work as specified.

PSD6 TOLERANCES

PSD 6.1 POSITION, DIMENSIONS, LEVELS, ETC

Add the following paragraph:

Degree of Accuracy II shall apply.

PSD 8.3 SCHEDULED ITEMS

**PSD 8.3.11 Grassing or Other Vegetation Cover Unit:
m³**

Add the following to D 8.3.11:

Payment for hydroseeding, where it has been ordered, will be made in stages as follows:

First payment

When the area has been prepared and hydroseeded, 60% of the rate tendered per square metre shall be paid.

Second payment

When the area has been initially accepted by the Engineer, a further 30% of the rate tendered per square metre shall be paid in respect of the re-measured area which is accepted.

Third payment

At the end of the maintenance period the outstanding amount will be paid in respect of the actual re-measured area of grass and other vegetation finally accepted by the Engineer for payment.

The rate tendered and paid for shall include full compensation for trimming of existing slopes, supply and spreading of compost and/or manure, preparation of the soil, watering, supply of hydroseeding material and application and other vegetation and maintenance of the covered areas, including all labour, supervision, specialist advice, materials, transport, plant, equipment and incidentals necessary to complete the work and bring the covered areas into the condition required for final acceptance, and shall include for any loss due to vegetation failing to establish a satisfactory cover of living vegetation in which gaps larger than 150 mm do not occur.

SABS 1200 G: CONCRETE

PSG CONCRETE (STRUCTURAL)

PSG 1 EXPLANATION OF TERMS

PSG 1.1 Exposure Conditions

Further to the descriptions in 2.4.1, the exposure conditions are deemed to be “very severe” as defined in 2.4.1.4.

PSG 2 MATERIALS

PSG 2.1 Cement

This sub clause is amended by addition of the following paragraph:

Only PC 30 FA cement complying with SABS 1466 may be used in waterlight concrete.

PSG 2.2 Applicable Specification

In addition to the requirements of SABS 1083 in respect of the coarse and fine aggregates, all aggregates shall be of dolomitic origin except that mass concrete and structural concrete that will not come into contact with effluent need not make use of dolomitic aggregates.

PSG 2.3 Approval of Admixtures Required

The Contractor will be permitted to use admixtures necessitated by his design to the approval of the Engineer except that air entraining agents will not be permitted under any circumstances.

PSG 3 REINFORCEMENT

PSG 3.1 Fixing

The sub clause is amended by addition of the following paragraphs:

Reinforcement in structures is not to be welded unless specifically approved in writing by the Engineer in exceptional circumstances. All welding procedures are to be subject to the prior approval of the Engineer in writing.

Mechanical butt joining of reinforcement will be permitted subject to test pieces and procedures having the prior approval of the Engineer.

PSG 3.2 Cover

Cover shall not be less than 50 mm notwithstanding the requirements of Table 1 for grade 40 concrete in very severe conditions.

Further to the provisions of 5.1.3, no metal supports, spacers or wire ties used for holding reinforcement in position shall be in contact with formwork nor shall it have less cover to outside concrete faces than is specified for the steel reinforcement.

PSG 4 CONSTRUCTION

PSG 4.1 Classification of Finishes

Unless otherwise stated on the drawing or Schedule of Quantities a smooth finish is required with Degree of Accuracy II. Special finishes with more stringent tolerances are required for certain of the structures and are stated on the appropriate drawings.

PSG 4.2 Quality – General

This sub clause is amended by the addition of the following paragraph:

To ensure quality, the Contractor shall provide a responsible person(s) approved by the Engineer with an adequate knowledge of concrete technology in mixing, placing and curing of concrete for the supervision at all times of the production, transporting and placing of concrete.

PSG 4.3 Durability

Notwithstanding the water/cement ratios stated in Table 5, a maximum water/cement ratio of 0,5 will be applicable to all strength concrete.

PSG 4.5 Strength Concrete

Concrete shall be of the grades stated on the drawings and in the Schedule of Quantities. A minimum cement content of 400kg per m³ of concrete is required for all concrete in structures which are in contact with the sewage effluent. A mix design for each specified grade of strength concrete is to be approved by the Engineer prior to the mix being used in the works.

PSG 4.6 Preparation of Formwork

Add the following paragraph to this sub clause:

Ties used to secure and align formwork should not pass completely through any part of a structure which is classed as water retaining unless effective precautions are taken to ensure watertightness after their removal. The ends of any embedded ties must have a cover equal to that required for the reinforcement. The gap left from the end of the tie to the face of the concrete must be effectively sealed. Under no circumstances will tubes for accommodating ties which are made of a brittle material such as fibre cement be allowed.

PSG 4.7 Ready-mixed Concrete

Use of ready-mixed concrete will be acceptable provided the Engineer has given his prior approval of the concrete production facility. Testing of ready-mixed concrete shall be as specified in PSG 6.

PSG 6 MEASUREMENT AND RATES

PSG 6.1 Formwork

Further to the provisions of 8.1.3(d), holes to be formed in walls or slabs for the building in of pipes/specials will be measured by number for the area of opening within the following ranges for the stated thickness of wall:

- a) not exceeding 0,25 m²
- b) exceeding 0,25 m² but not exceeding 0,50 m²
- c) exceeding 0,50 m² but not exceeding 0,75 m²
- d) exceeding 0,75m² but not exceeding 1,00m²

PSG 6.2 Reinforcement

This sub clause shall be deleted and replaced by the following:

Steel bar reinforcement shall be measured by the metric ton (or kg for small quantities) calculated from the cutting lengths shown on the drawings and using the tabulated mass per linear metre for the nominal diameter of the bar.

Bar diameter (mm)	Mass per linear meter (kg)
6	0,222
8	0,395
10	0,616
12	0,888
16	1,579
20	2,466
25	3,854
32	6,313

Welded steel fabric shall be measured in metric tons based on the nominal mass per square metre or in square metres for each mesh reference.

Payment shall include for the supply of all material, labour and plant for fixing the reinforcement in position and shall include for cutting, bending, rolling margin, waste, cover blocks, wire ties and in case of welded mesh for all waste due to laps and for maintaining the reinforcement in the position shown on the drawings during concreting. If the mass of mild steel reinforcement used for approved chairs (excluding those listed in the bending schedule) exceeds 1% of the total mass of reinforcement fixed, the excess will be paid for at the appropriate rates in the schedule of quantities.

Payment shall distinguish between mild steel and high tensile steel bar reinforcement and shall further distinguish between bars of diameter 12 mm and less and 16 mm and greater.

SANS 1200 DW: DAYWORKS (ADDITIONAL SECTION)

PSDW1 SCOPE

This section covers the listing of daywork items in accordance with the General Conditions of Contract Clause 37, for use in determining payment for work which cannot be quantified in specific units in the Bill of Quantities or work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Bill of Quantities.

PSDW2 ORDERING OF DAYWORK

No daywork shall be undertaken unless written authorisation has been obtained from the Engineer.

PSDW3	MEASUREMENT	AND
PAYMENT		
Item		Unit
PSDW11.1	LABOUR during all hours	
a)	Foreman	hour (hr)
b)	Skilled Labour	hour (hr)
c)	Semi Skilled Labour	hour (hr)
d)	Unskilled Labour	hour (hr)
e)	Flag Person	hour (hr)
Item		Unit
PSDW11.2	PLANT AND EQUIPMENT	
a)	Grader (AT140G or similar)	hour (hr)
b)	Wheel loaders (50 kW minimum)	hour (hr)
c)	Concrete mixer (0,6m ³ capacity)	hour (hr)
d)	Angle grinder (1 kW capacity)	hour (hr)
e)	Crawler excavator (60-80 kW)	hour (hr)
f)	Tractor - loader - backhoe (TLB)	hour (hr)
g)	Bulldozer: 40-60 kW (D4)	hour (hr)
h)	Compressor including hammers and hoses (5 m ³ /min minimum)	hour (hr)
i)	Pneumatic self propelled rollers (15 ton minimum)	hour (hr)
j)	Smooth self propelled vibrating rollers (7 ton minimum)	hour (hr)
k)	Vibrating plate compactor (4kW capacity)	hour (hr)
l)	Tip truck (10 m ³ minimum)	hour (hr)
m)	Tip truck (5 m ³ minimum)	hour (hr)
n)	Water truck (9 kl minimum)	hour (hr)
o)	50 mm Centrifugal Pump	hour (hr)
p)	100 mm Centrifugal Pump	hour (hr)
Item		Unit
PSDW11.3	MATERIALS	
a)	Cement	50 kg
b)	Building sand	m ³
c)	19 mm stone	m ³
d)	Bricks (Concrete)	
e)	100mm thick solid block	1 000
f)	200mm thick hollow block	1 000
Item		Unit
PSDW11.4	TRANSPORT	
a)	1 Ton LDV (km)	Kilometer
b)	Flatbed Truck (10 tons) (km)	Kilometer

The unit of measurement of item 11.1 and 11.2 shall be the hour for the item of plant or personnel. Non-working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return.

Measurement shall only be for work instructed and directed by the Engineer, where the Engineer considers no other appropriate rate is available in the Schedule of Quantities. Prior to the commencement of any work by the labourers described under item 11.1, the Contractor must obtain written consent from the Engineer regarding the classification of all labourers in terms of "unskilled", "semi-skilled" and "skilled" labourers.

The tendered rates for labour for pay item 11.1 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contribution, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for pay item 11.2 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles, plant and equipment nominated in writing by the Engineer, for all administrative, supervisory, operative and contingent costs, and profit, relating to the running of the plant.

The unit of measurement for pay sub item 11.3 shall be the amounts actually paid for the procurement of materials to be purchased and include the Contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage. Only the actual quantities of materials used, as verified by the Engineer, shall be paid for.

The unit of measurement for pay item 11.4 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the Engineer.

The tendered rate for pay item 11.4 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid. The tendered rates shall be industry related and will be used in the sensitivity analysis during the adjudication of the tender.

C3.5.2 HEALTH & SAFETY SPECIFICATION

The Health & Safety Specification has been prepared by the Employer.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

1. Interpretations

1.1 Application

This specification is a compliance document drawn up in terms of the South African constitution and is therefore binding. It must be read in conjunction with relevant legislation.

1.2 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (2014) shall apply.

2. MINIMUM ADMINISTRATIVE REQUIREMENTS

2.1 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

2.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014), prior to commencement of work. Proof of competency must be included. See Annexure B.

2.3 Competency for Contractor's Appointment Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (2014). Proof of competence for the various appointments must be included.

2.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.5 Occupational Health and Safety Policy & Asbestos

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the contractor.

Asbestos

If the contractor intends to carry out any work with asbestos, the appointed contractor for the CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12 is required to appoint a registered asbestos remover/contractor to handle all asbestos work.

2.6 Health and Safety Organogram

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

2.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and risk Assessment

The Contractor shall ensure a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

2.8 Health and Safety Representative(s)

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

2.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub-contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.10 Health and Safety Training

2.10.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

2.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

2.10.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal contractor is responsible to ensure that competent sub-contractors are appointed to carry out construction work. The contractor should appoint a Construction Health and Safety Officer (CHSO) to assist in the control of health and safety related aspects on the site who is registered with a statutory body approved by the Chief Inspector (i.e. SACPCMP) and has necessary competencies and resources to assist the contractor". These CHS Officers are required by law to be registered with the SACPCMP as required by the OHS Act 85 of 1993, CR 2014.

2.10.4 Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

YOU MAY NOT:

- Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- Indulge in practical jokes, horseplay, fighting or gambling.
- Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- Bring onto site or have in your possession a firearm, lethal weapon.
- Assault, intimidate or abuse any other person.
- Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- Enter any area where you have no business unless authorised to do so by the person in charge.
- Negligently, carelessly or wilfully cause damage to property of others.
- Refuse to give evidence or deliberately make false statements during investigations.

2.11 General Record Keeping

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

2.12 Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

- First Aid dressing registers.
- Firefighting equipment
- Lifting equipment
- Lifting gear
- Portable electrical equipment
- Stacking and storage inspections
- Explosive power tools
- Materials hoist (where applicable)
- Pressure Vessels
- Ladders
- Excavations
- Safety harnesses
- Scaffold-static and mobile.

- Pneumatic tools
- Construction vehicles and mobile plant.
- Health and Safety Representatives checklists

2.13 Health & Safety Audits, Monitoring and reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Principal Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.14 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel.
2. Details of emergency services.
3. Actions or steps to be taken in the event of the specific types of emergencies.
4. Information on hazardous material/situations.

Emergency procedure(s) shall include but shall not be limited to fires, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith of any emergencies together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.15 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities including first aid boxes adequately stocked at all times. All Sub-Contractors with more than 5 employees shall supply their own first aid box and Sub-Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

2.16 Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.17 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as GIBB Consulting Engineers of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

2.18 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all employees are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Sub Contractors and their contractors as they are all employers in their own right.

2.19 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage including but not limited to “no unauthorised entry, report to site office, site office, beware of overhead work, hard hat area”. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.20 Contractors and their Sub Contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Principal Contractor when appointing other Contractors as ‘Sub-contractors’, shall ensure compliance.

2.21 Physical Requirements

2.22 Excavations, Shoring, De watering or Drainage

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have been communicated to the employees.
- d) Excavated material shall be placed as far as possible from the trench as practically possible. A close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation.
- e) The safe work procedures are enforced and maintained by the Contractor’s Responsible persons at all times.
- f) The requirements as per section 11 of the Construction Regulations are adhered to.
- g) Due to the condition off the soil (water) extra precaution must be taken when shoring.

2.23 Edge Protection and penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has being erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.24 Piling

The Principal Contractor shall ensure that piling is undertaken by a competent Contractor and a SWP shall be submitted to the Client for approval before commencement of this work.

2.25 Stacking of Materials

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.26 Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

2.27 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.27 Plant and Machinery

2.28 Construction Plant

"Construction Plant" includes all types of plant including but not limited to cranes, piling rigs, excavators, construction vehicles and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (2014). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client.

Vehicles shall not enter site with:

- Defective exhaust systems
- Serious oil or fuel leaks
- Unsafe bodywork or loads
- Non-standard equipment fitted.
- Improperly seated passengers

- Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

2.29 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Sub Contractors shall Provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

2.30 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub Contractors must ensure the same.

2.31 Formwork and Support work for Structures

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

2.32 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle has a safe working load clearly indicated
2. Regular inspection and servicing is carried out;
3. Records are kept of inspections and of service certificates;
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
5. The tower crane bases have been approved by an engineer;
6. The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

2.33 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be

used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

2.34 General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.35 Portable Electrical Tools and Explosives Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make employees aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept
2. Only authorised trained persons use the tools;
3. The safe working procedures apply;
4. Awareness training is carried out and compliance is enforced at all times and
5. PPE and clothing is provided and maintained.
6. A register indicating the issue and return of all explosives round.
7. Ensure that the cartridges and explosive tool is lock up separately
8. Signs to be posted up in the areas where explosive powered tools are being used.
(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).

2.36 High Voltage Electrical Equipment

No high voltage electrical equipment is present on under or above the construction area.

2.37 Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up and that shall not be in the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

2.38 Night Work

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is a appropriate area or section to store them;
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy

(properly covering the back and top) with suitable sitting area.

3. Employees shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.39 Traffic Accommodation

Construction traffic will obtain access to the site mainly from provincial roads.

All access points are to be provided with adequate temporary construction signage in accordance with the Road Traffic Signs to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

2.40 Occupational Health

2.41 Occupational Hygiene

Exposure of employees to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.42 Welfare Facilities

The principal Contractor must supply Sufficient toilets (1 toilet per 30 employees), showers (1 for every 15 employees), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for employees to store personal belongings and personal protective equipment. Employees should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.43 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS) PROJECT: CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Construction work	Complete Schedule 1 (Regulations 4 of the construction regulation)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

**ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS PROJECT:
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progress)

Appointment	OHS Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on-site Health & safety Matters.
Incident Investigator	GAR 9(2)	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.

Fire-fighting equipment inspector	CR 27	A competent person to inspect firefighting equipment.
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OTHER REQUIREMENTS

PROJECT: BID NO: JPP-B-03/08/25-CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every employee before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> Incidents / accidents and investigations Non-conformances by employees & contractors Internal & External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as emergency telephone numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before employees are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> Scaffolding Excavations Formwork & support work Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> Firefighting equipment Portable electrical equipment Ladders 	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

C3.5.3 CONSTRUCTION ENVIRONMENTAL PLAN

WORKS SPECIFICATIONS

PART C: Environmental Management Plan

PES1 General

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractors rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

PES2 Working Area

An area of the site will be defined by the Employer's Agent for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Employer's Agent for the following activities:

- site camp
- stockpiling and storage of construction materials

In order to minimise the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Employer's Agent, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

PES3 Site Camps

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times.

Waste water from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams.

Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills. After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Employer's Agent.

PES4 Sanitation

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Employer's Agent. Toilets shall not be located on flood plains where the possibility of flooding exists.

Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush or streams.

PES5 Refuse

The site is to be kept clean, neat and tidy to the Employer's Agent's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump site. No burning of refuse is permitted.

PES6 Dust

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimised.

The Contractor shall control dust over the site of the Works, on access roads/tracks, on stockpiles and spoil sites or borrow pits.

Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A water cart shall be provided by the Contractor to control dust levels.

PES7 Noise

Noise levels are to be kept within reasonable norms as determined by the Employer's Agent, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained.

The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Employer's Agent regarding noise will be recorded and communicated to the Environmental Control Officer.

PES8 Social Disruption

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Employer's Agent will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

PES9 Informal Settlements

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3), and report any sign of informal shack development within three hours of commencement of such activity.

PES10 Traffic

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbours. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all roads ordinances, particularly with regard to;

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust
- Avoiding spillage of liquids, sand, soil or other material

General consideration and courtesy to other road users will also be expected of drivers.

PES11 Overhead Power Lines

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OHS (1993) which gives safe clearances for various voltages.

PES12 Removal Of Protected Plants From Site

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this.

The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

PES13 Fire Prevention And Control

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to be on hand at all work stations at all times as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Employer's Agent. All fires are to be extinguished with water once they have served their purpose.

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted

No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) ie. fire alert stage yellow.

The Contractor shall be liable for all costs and damages resulting from fire and fire fighting.

PES14 Environmental Training

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

PES15 Work Stoppage

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

PES16 Environmental Monitoring

The Employer's Agent will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Employer's Agent and Johannes Phumani Phungula Local Municipality. The content of these reports will be made known to the Contractor by the Employer's Agent. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

PES17 Measurement And Payment

The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification.

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO : JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE – WARD 12**

C3.5.4 DRAWINGS LIST

1. Bound into this :

DRAWING Nr.	DESCRIPTION
2024_03_01	General Notes
2024_03_02	Layout Plan
2024_03_03	Elevation And Isometric View
2024_03_04	Cattle Grid Plan
2024_03_05	Foundation Plan
2024_03_06	Sections
2024_03_D01	Elevation Detail 1
2024_03_D02	Elevation Detail 2
2024_03_D03	General Detail 3 To 5
2024_03_D04	General Detail 6 To 8
2024_03_D05	General Detail 9 To 11
2024_03_D06	General Detail 12 To 15

NOTE:

Originals of reduced drawings are available for inspection at the offices of the Employer's Agent, or copies may be purchased by arrangement with the Employer's Agent. No claims for misunderstanding reduced drawings will be considered.

**JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12**

Part C4: Site Information

CONTENTS

	DESCRIPTION	PAGE
PART C4:	SITE INFORMATION	154
C4.1	Geotechnical Investigation.....	155
C4.2	Locality Plan.....	155

C4.1. Geotechnical Investigation

Bidders who require a copy of the geotechnical investigation report are required to liaise with the Engineer for access to the geotechnical report.

C4.2. Locality Plan

The geographical coordinates of the proposed Mgodi Skeyi Access Road are as follows:

Foot Bridge Location	Longitude	Latitude
	30°03'54.07"E	30°16'07.36"S

The proposed pedestrian bridge is located at Mgodi Skeyi area which is 5km south from Highflats. Access to the site can only be obtained through P68 for 5km and L2914. An overview Map indicating the position of the project within the context of the municipal boundary is located on Figure no.1 here under:

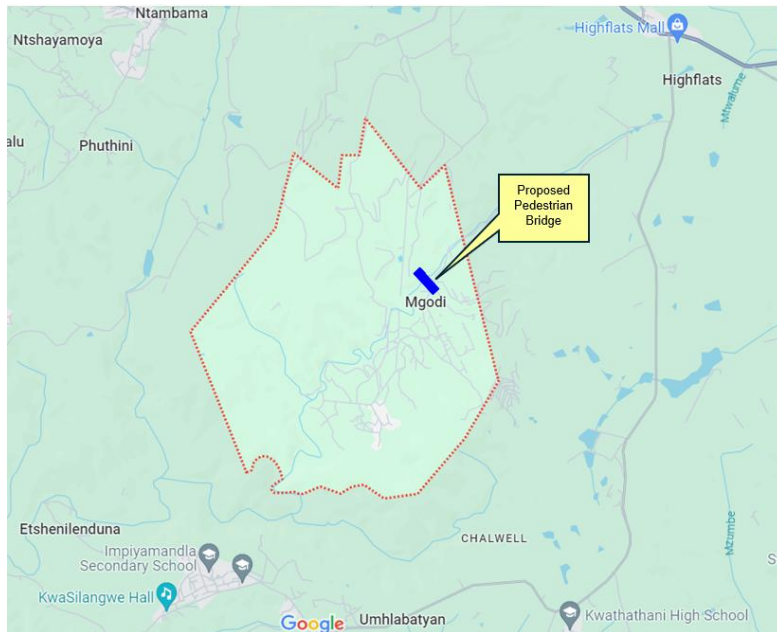


Fig 1: Overview location

Johannes Phumani Phungula Local Municipality
BID NO: BID NO: JPP-B-03/08/25
CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN WARD 12

Part C5: Annexures

CONTENTS

DESCRIPTION	PAGE
C5.1 DRAWINGS	158
C5.2 LIST OF DRAWINGS	158
C5.3 HEALTH AND SAFETY SPECIFICATIONS	159
C5.4 BASELINE RISK ASSESSMENT	185
C5.5 ENVIRONMENTAL MANAGEMENT PLAN (EMP).....	198
C5.6 PROCUREMENT.....	202

C5.1 DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope and potential risks associated with the works.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction. (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued as part of this volume are listed hereafter.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

C5.2 LIST OF DRAWINGS

DRAWING Nr.	DESCRIPTION
2024_03_01	General Notes
2024_03_02	Layout Plan
2024_03_03	Elevation And Isometric View
2024_03_04	Cattle Grid Plan
2024_03_05	Foundation Plan
2024_03_06	Sections
2024_03_D01	Elevation Detail 1
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2024_03_D03	General Detail 3 To 5
2024_03_D04	General Detail 6 To 8
2024_03_D05	General Detail 9 To 11
2024_03_D06	General Detail 12 To 15

C5.3 HEALTH AND SAFETY SPECIFICATIONS

A OCCUPATIONAL, HEALTH AND SAFETY

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

Specifically designed for CONSTRUCTION OF PHUTHINI PEDESTRIAN BRIDGE IN
WARD 12

By

C & M Safety Consultants

Table of contents:

1. Introduction and Background

- 1.1 Background to the Construction Health and Safety Specifications
- 1.2 Purpose of the Construction Health and Safety Specifications
- 1.3 Implementation of the Construction Health and Safety Specifications

2. Construction Health and Safety Specifications

- 2.1 Scope of Work
- 2.2 Interpretation
 - 2.2.1 Application
 - 2.2.2 Definitions
- 2.3 Minimum Administrative Requirement
 - 2.3.1 Notification of intention to commence Construction Work
 - 2.3.2 Assignment of Contractor's Responsible person to Supervise Health and Safety onsite
 - 2.3.3 Competency for Contractor's responsible person
 - 2.3.4 Compensation of Occupational Injuries and Diseases (COIDA) Act 109 of 1993
 - 2.3.5 Occupational Health and Safety Policy
 - 2.3.6 Health and Safety Organogram
 - 2.3.7 Risk Assessments
 - 2.3.8 Health and Safety Representative(s)
 - 2.3.9 Health and Safety Committee(s)
 - 2.3.10 Health and Safety Training
 - 2.3.10.1 Training
 - 2.3.10.2 Induction
 - 2.3.10.3 Awareness
 - 2.3.10.4 Competency
 - 2.3.10.5 Rules of Conduct
 - 2.3.11 General Record Keeping
 - 2.3.12 Health and Safety Audits, Monitoring and Reporting
 - 2.3.13 Emergency Procedures
 - 2.3.14 First Aid Boxes and First Aid Equipment
 - 2.3.15 Accident / Incident reporting and Investigation
 - 2.3.16 Hazards and Potential Situations
 - 2.3.17 Personal Protective Equipment and Clothing
 - 2.3.18 Occupational Health and Safety Signage
 - 2.3.19 Permits
 - 2.3.20 Subcontractors
 - 2.3.21 Safety and Security
 - 2.3.22 Medicals
 - 2.3.23 Scaffolding and Working at Height
 - 2.3.24 Fall Protection
- 2.4 Physical Requirements
 - 2.4.1 Excavations, Shoring, Dewatering or Drainage
 - 2.4.2 Stacking Materials
 - 2.4.3 Speed Restrictions and Protection
 - 2.4.4 Hazardous Chemical Substance (HCS)
- 2.5 Plant and Machinery
 - 2.5.1 Construction Plant
 - 2.5.2 Vessels under Pressure (Gas Bottles Incl. Operations)

- 2.5.3 Fire Extinguishers and Firefighting equipment
- 2.5.4 Hired Plant and Machinery
- 2.5.5 Lifting Machine and Tackle
- 2.5.6 Ladders and Ladder work
- 2.5.7 General Machinery
- 2.5.8 Portable Electrical Tools / Explosive Power Tools
- 2.5.9 High voltage electrical equipment (not maintained by CDC)
- 2.5.10 Public Health and Safety
- 2.5.11 Night Work (when applicable)
- 2.5.12 Transport of workers
- 2.5.13 Severe Weather Plan
- 2.5.14 Scaffolding / Form work for Structures Fall Protection

2.6 Occupational Health

- 2.6.1 Occupational Hygiene
- 2.6.2 Welfare Facilities
- 2.6.3 Alcohol and other Drugs

- Annexure A:** Task Completion Form
- Annexure B:** Principal's Responsible Persons
- Annexure C:** Other requirements
- Annexure D:** Mandatory Agreement 37(2)
Principal Contractors Appointment 5(1)(k)

1. INTRODUCTION & BACKGROUND

1.1.1 Background to the Construction Health and Safety Specifications

The Construction Regulations (2014) place the onus on the Client to prepare a Construction Health and Safety Specification, highlighting all risks not successfully eliminated during the design phase.

1.2 Purpose of the Construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85 / 1993 and the new promulgated Construction Regulation (2014) in order to reduce incidents and injuries. The Construction specifications shall act as basis for the drafting of the Construction Health and Safety Plan. These specifications in no way release Contractors from compliance with the relevant legal compliance.

The Construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health and safety of all persons potentially at risk may receive the same priority as other facets of the project i.e. cost, program, environment etc.

1.3 Implementation of the Construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up its project-specific construction phase health and safety plan. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare health and safety plans relating to their operations.

2. CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 Scope of Work

Upgrade of 1.1km of existing gravel roads to paving surfacing with a new road Layer-works and stormwater drainage.

Construction work will include:

- Site Establishment
- Clearing and grubbing of tree different sites
- Earthwork (Road, sub-gravel)
- Erosion protection
- Stormwater drainage
- Steel fixing
- Pouring concrete
- Road's gabion and pitching
- Pipe laying
- Backfilling and compaction

This specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The specification addresses legal compliance, hazard identification and risk assessment, risk control and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 Interpretations

2.2.1 Application:

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.2.2 Definitions:

The definitions as listed in the Occupational Health and Safety Act 85 / 1993 and Construction Regulations (2014) shall apply.

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work:

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of the notification must be forwarded to the Client on appointment.

2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included. See *Annexure B*.

2.3.3 Competency of Contractor's Appointed Competent persons

Contractor's competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (2014). Proof of competence for the various appointments must be included.

2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a Letter of Good Standing with its Compensation insurer to the Client as proof of registration. Sub – Contractors shall submit proof of their own registration to the Principal Contractor before they commence work in site.

2.3.5 Occupational Health and Safety Policy

The Principal Contractor and all Sub – Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

2.3.6 Health and Safety Organogram

The Principal Contractor and all Sub – Contractors shall submit an organogram outlining the Health and Safety Site Management structure including the relevant appointments / competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram must be updated when there are any changes in the Site Health and Safety Management structure.

2.3.7 Risk Assessments

The Contractor shall cause a hazard identification to be performed by a competent persons before the commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client.

The risk assessments must include:

- a) An index must be prepared with a list of hazards identified, as well as potentially hazardous tasks
- b) Documented risk assessments must be prepared based on the list of hazards tasks
- c) A set of safe working procedures (method statements) to eliminate, reduce and / or control the risks assessed
- d) A monitoring and review procedure of the risk assessment as the risks change
- e) **NO GENERIC RISK ASSESSMENTS WILL BE ACCEPTED**

- f) The Competency Certificates of the Risk Assessor must be available on file. The Risk Assessor must be fulltime on site to monitor the risks and update the documentation. If the Risk Assessor is found not to be on site, work will be stopped and standing time will be for the Contractors' account. **NO RISK ASSESSMENTS = NO WORK**

The Principal Contractor shall ensure that all Sub – Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risk changes and as new risk develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules. A toolbox talk strategy is then to be implemented.

2.3.8 Health and Safety Officer

A Contractor must appoint a Full Time Construction Health and safety Officer or part time in writing to assist on the control of all Health and Safety related aspects on site if they cannot manage the safety on site themselves.

2.3.9 Health and Safety Representative (s)

The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health and safety meetings.

2.3.10 Health and Safety Committee

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors' responsible persons and Health and Safety Representatives shall attend the monthly health and safety meetings.

Sub – Contractors shall also have their own internal health and safety committee in accordance with the OHS Act 85 / 1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.3.11 Health and Safety Training

2.3.11.1 Training

The Contractor shall ensure that all his employees are adequately trained and experienced to perform their work and are further trained on the SHE aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.

2.3.11.2 Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file. A suitable venue must be supplied to house this training.

2.3.11.3 Awareness

The Principal Contractor shall ensure that on site periodic toolbox talks take place at least **every two (2) weeks**. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health and safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox Talks shall be on any environmental related issue.

2.3.11.4 Competency

All competent persons shall have the knowledge, experience, training and qualifications specific to the work they have been appointed to supervise, control and carry out. This will have to be assessed on a regular basis e.g. periodic audits by the Client, progress meetings etc. The Principal Contractor is responsible to ensure that competent Sub – Contractors are appointed to carry out construction work.

2.3.11.5 Rules of Conduct

Principal Contractors, their Sub – Contractors and all employees under their control including any visitor brought onto site must adhere to the following Rules of Conduct on site:

YOU MAY NOT:

- Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- Indulge in practical jokes, horseplay, fighting or gambling
- Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers
- Bring unto site or have in your possession a firearm or lethal weapon
- Assault, intimidate or abuse any other person
- Operate construction equipment (vehicles or plant) without the necessary training or authorization
- Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or order for health and safety reasons
- Enter any area where you no business unless authorized to do so by the person in charge
- Negligently, carelessly or wilfully cause damage to property of others
- Refuse to give evidence or deliberately make false statements during investigations

2.3.12 General Record Keeping

The Principal Contractor and all Sub – Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification document, with the OHS Act 85 / 1993 and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents / accidents, training, inspections, audits etc. are kept in a health a safety file held in the site office. The Principal Contractor must ensure that every Sub – Contractor opens their own health and safety file, maintains the file and makes it available on request.

2.3.12.1 Inspection of equipment and tools

The following items of equipment must be regularly inspected, maintained and appropriate records kept:

- First Aid dressing registers
- Fire equipment
- Lifting equipment
- Lifting gear
- Portable Electrical equipment
- Stacking and Storage inspections
- Explosive Power tools
- Material hoists (where applicable)
- Pressure Vessels
- Ladders
- Excavations
- Safety Harnesses
- Scaffolding – static and mobile
- Pneumatic Tools

- Construction Vehicles and Mobile Plant
- Health and Safety Representative Checklists

2.3.13 Health and Safety Audits, Monitoring and Reporting

The Client shall conduct monthly health and safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health and safety. The Principal Contractor is obligated to conduct similar audits on all Subcontractors appointed by them.

Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings / forums. Copies of the Client audit reports shall be kept in the Project Health and Safety File while the Principal Contractor's audit reports shall be kept in their file and a copy forwarded to the Client. Subcontractors have to audit their subcontractors and keep records of these audits in their health and safety files and it must be available on request.

2.3.14 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to the commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel
2. Details of emergency services
3. Actions or steps to be taken in the event of the specific type of emergencies
4. Information on hazardous materials / situations

Emergency procedure(s) shall include, but shall not be limited to fire, spills, accidents to employees, use of hazardous substances, bomb threats, major accidents / incidents etc. The Principal Contractor shall advise the Client in writing forthwith of any emergencies, together with a record of actions taken. A contact list of all service providers (Fire department, Ambulance, Police, Medical and Hospital etc.) must be maintained and available to site personnel.

The Principal Contractor must develop a **Site Emergency Evacuation Plan** detailing specifications for the appropriate appointments for the firefighting team, bulk first aid and the emergency coordinating team. In addition to which, mustering points must be identified and depicted by the use of the appropriate symbolic signage (SANS Approved).

The Emergency Evacuation Plan must be approved by in consultation with the Client, or Client's Agents. Should the early warning fire alarm system not be integrated, each zone / area must, by definition be accommodated in the site Evacuation Plan (ref. Section 9 – Environmental Regulations of the OHS Act 85 / 1993).

The Site Manager must conduct an emergency identification exercise and establish what emergencies could possibly develop. He / she must then develop a detailed contingency plan and emergency procedure, taking into account any emergency plans that may already be in place. The Contractors must hold regular practice drills of the contingency plans and emergency procedures to test them and to familiarize employees with them.

The Principal Contractor must appoint a competent person to act as Emergency Controller / Coordinator.

A contact list of all emergency providers (Fire Department, Ambulance, Police Medical and Hospital) must be maintained and available to all site personnel. An emergency situation which is likely to require outside emergency assistance, may attract mass circulation written media or electronic media attention and be harmful to the Client's reputation. No person may comment on the incident on site without prior approval of the Client.

2.3.15 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Sub – Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid station with first aid facilities, including first aid boxes adequately stocked at all times. All Sub – Contractors with more than 5 employees shall supply their own first aid box. Sub – Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

2.3.16 Accident / Incident Reporting and Investigation

Injuries are to be categorized into first aid, medical, disabling and fatal. The Principal Contractor must stipulate in its construction phase health and safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly.

The Principal Contractor must report all injuries to the Client during the same day. The report is to follow seven (7) days of the incident.

The Principal Contractor shall appoint in writing a competent accident/incident investigator on site.

Annexure 1 forms must also be completed.

Reports are to be sent to C & M Safety Consultants

Tel: (031) 467 6942

Email: cmssc@saol.com

2.3.17 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub – Contractors as well as the Client of any hazards or potentially hazardous situations that may arise during performance of construction activities. The Apex report regarding the Ammonia must be taken in consideration when the soil is disturbed.

2.3.18 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls or any other Personal Protective Equipment that may be required due to the nature of the work. The Principal Contractor and all Sub – Contractors shall make provisions and keep adequate quantities of SANA approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

1. Lost or Stolen
2. Worn out or damaged

The above procedure applies to Sub – Contractors and their contractors, as they are all Employers in their own right.

The Principal Contractor and Sub – Contractor are to train all employees on how to use PPE on site. Training records of these sessions should be kept on file.

Employees must sign for all PPE issued to them.

2.3.19 Occupation Health and Safety Signs

The Contractor shall provide adequate on-site OHS signage, including but not limited to: *No unauthorized entry, report to site office, beware of overhead work, hard hat area* etc.

Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, entrances to structures and buildings, scaffolding, and other potential risk areas / operations.

2.3.20 Permits

Permits may be included in the following:

1. Use of Explosives and Blasting
2. Work for which a fall prevention plan is required
3. Use of cradles
4. Excavations

2.3.21 Contractors and their Sub – Contractors

The Principal Contractor shall ensure that all Sub – Contractors under its control comply with this Specification, the OHS Act 85 / 1993, Construction Regulation (2014) and all other relevant legislation that may relate to the activities as directly or indirectly. The Contractor, when appointing other Contractors as “Sub – Contractors” shall *mutatis mutandis* ensure compliance.

It is the responsibility of the Principal Contractor to ensure that the appointed Subcontractor (s) must comply with the Occupational Health and Safety Act (85 of 1993) and Construction Regulations (2014) before they may commence with work on site.

A Letter stating that the Health and Safety File was approved by the Principal Contractor must be available on the Health and Safety File.

2.3.22 Safety and Security

The Principal Contractor shall ensure that all persons under their control or the Sub – Contractor himself shall comply with the security operations, security requirements, including stop and search procedures if required.

Special permission may need to be obtained for after hours and / or weekend / public holiday access.

The Contractor and his employees shall enter and leave the premises only through the main gate(s) and / or checkpoint(s) designated by the Principal Contractor. The Principal Contractor shall ensure that employees and Sub – Contractors observe that security rules at all times and shall not permit any person who is not directly associated with the work from entering the premises.

Each of the Contractor’s employees will be issued with a company identification card which must be displayed on his / her person at all times whilst on duty or on the premises.

Should any of the employees of the Contractor:

- Tamper or otherwise interfere with the Principal’s equipment, plant or other assets
- Steal, or otherwise engage in acts of dishonesty
- Appears to be under the influence of alcohol and drugs
- Ignore any security, safety or occupational health rule, or engage in unsafe conduct;

Then the Contractor / employer or employer’s representative shall have the right to immediately remove such a person or have him withdrawn from the premises, and if appropriate, charge at law such relevant offence(s).

The Principal Contractor and Sub – Contractor and their employees shall not enter any area of the premises that is not directly associated with the work. The Principal Contractor and Sub – Contractors shall ensure that all materials, machinery plant and equipment brought by him onto the premises are recorded at the main gate(s) and / or checkpoint(s). A failure to do this may result in a refusal by the Principal Contractor to allow the materials, machinery or equipment to be removed from the premises.

The Contractor acknowledges that its employees and vehicles may be subject to search at any time and that the Contractor shall ensure that its employees co-operate fully with such arrangements.

The Principal Contractor shall ensure a written acknowledgment from each agent, Sub – Contractor and service provider that its employees and vehicles will be subject to search at any time and the Principal Contractor shall ensure that its agent, Sub – Contractor and service providers co-operate fully with the arrangements.

2.3.23 Medicals

All employees that will work on the project must be declared fit to do the work. The Medical certificate as prescribed in the New Construction Regulations (2014) must be done through an Occupational Health Practitioner. Proof of the Medical surveillance certificates must be available in the Health and Safety File. Failing to submit the medical on the prescribed form will result in work not being at to commence / or be temporally suspended. No photocopies will be accepted.

2.3.24 Scaffolding and Working at Heights

Working at height includes any work that takes place in an elevated position.

The Principal Contractor must submit a risk specific fall prevention plan in accordance with the new Construction Regulations (2014) before the work / activity is undertaken. The Client must approve the Fall Prevention plan before the work may commence. ALL employees working at heights must have a valid Medical Fitness certificate.

All scaffolding structures on site must comply with SANS 10085. All scaffolding erectors and scaffolding inspectors must have proof of their Competency Certificates with all their Appointment letters.

2.3.25 Fall Protection

A pre-emptive Risk Assessment will be required for any work to be carried out for above two (2) meters from the ground or any floor level and it will be classified as "Working in elevated positions".

As far as practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least safe as if he / she is working at ground level.

Whilst working in this position the person will be wearing a full body harness to prevent the person from falling from the platform, ladder or other device utilized. This safety harness will be, as far as possible, be secured to a point away from the edge over which the person might fall. The double lanyard must be of such length that that the person will not be able to fall over the edge.

In addition, any platform, slab, deck or surface forming an edge over which a person may fall, must be fitted with guard rails at two (2) different heights as prescribed in SANS 10085 – 1: Code of Practice for the design, erection, use and inspection of Access Scaffolding. Employees working in elevated positions must be medically fit and trained to do this type of work safely. Proof of the Medical Fitness Certificates must be maintained on the Contractors' Health and Safety File.

Fall Protection work must comply with the requirement as set out in the Construction Regulations (2014) – Section10. **No work may take place if all documentation is not in place.**

2.4 Minimum Administrative Requirements

2.4.1 Excavations, Shoring, Dewatering or Drainage

The Principal Contractor and any relevant Subcontractors shall make provisions in their tender for shoring, dewatering or drainage of any excavation as per this specification. The Contractor shall make sure that:

- a) The excavations are inspected before every shift, each occurrence of rain, or change to the excavation / shoring and a record is kept
- b) Any excavation shall be adequately shored if people are required to work in the excavation and the depth is more than 1.5 meters or where conditions render the necessary at lesser depths. Undercutting is not allowed
- c) Safe Work Procedures have been communicated to the workers
- d) Excavated material shall be placed as far from the trench as practically possible. A close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation

- e) The Safe Work Procedures are enforced and maintained by the Contractor's responsible persons at all times
- f) The requirements as per Section 13 of the Construction Regulations are adhered to

2.4.1.1 Excavation work

- 1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- 2) A contractor shall evaluate as far as is reasonably practicable, the stability of the ground before the excavation work begins.
- 3) Every contractor who performs excavation work shall:
 - a. Take suitable and sufficient steps in order to prevent, as far as reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation
 - b. Not require or permit any person to work in an excavation which has not been adequately shored or braced. Provided that shoring and bracing may not be necessary where:
 - i. The sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane or
 - ii. Such excavation is in stable material. Provided that:
 - a) Permission being given in writing the appointed competent person contemplated in Sub Regulation (1) upon evaluation by him or her of the site conditions, and
 - b) Where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations, shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in Sub Regulation (1) and the professional engineer or technologist as the case may be
 - c) Take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the slides of the excavation in question
 - d) Ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause it to collapse and thereby endangering the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing
 - e) Ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons
 - f) Cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6 meters from the point where any worker within the excavation is working.
 - g) Ascertain as far as reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of the steps that may be necessary to render the circumstances safe for all persons involved:

- h) Cause every excavation, including all bracing and shoring, to be inspected:
 - i. Daily, prior to each shift
 - ii. After every blasting operation
 - iii. After an unexpected fall of ground
 - iv. After substantial damage to supports, and
 - v. After rain

By the competent person contemplated in Sub Regulation 1, in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request
- i) Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered as is practicable, and
 - i. Adequately protected by a barrier or fence of at least one (1) meter in height and as close to the excavation as is practicable, and
 - ii. Provide with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor
- j) Ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice R 1031 of May 1986, as amended, are complied with when entering any excavation
- k) Ensure that, where the excavation work involves the use of explosives, a Method Statement is developed in accordance with the applicable Explosive legislation, by an appointed person who is competent in the use of the explosives for excavation work and that the procedures therein are followed, and
- l) Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

2.4.2 Stacking of Material

The Principal Contractor and other relevant Subcontractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.4.3 Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employment, all subcontractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled and enforced.

2.4.4 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Subcontractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

Flammable substances must be stored separately away from other materials, and in a well – ventilated area (appropriate cross ventilation). A competent person should be appointed to be in control of this portfolio. The necessary safety signage should be positioned near and around the cornered off areas. Fire extinguishers should also be placed, no closer than five (5) meters of the area.

2.5 Plant and Machinery

2.5.1 Construction Plant

"Construction Plant" includes all types of plant including but not limited to excavators, road vehicles and all lifting equipment.

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85 / 1993 and Construction Regulations (February 2014). The Principal Contractor and all relevant Subcontractors shall inspect and keep records of inspections of the construction plant used on site.

Only authorized / competent persons are using machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good conditions at all times. Proof of medical tests as required by the Construction Regulations are available for inspection by the Client.

Vehicles shall not enter the site with:

- Defective exhaust systems
- Serious oil or fuel leaks
- Unsafe bodywork or loads
- Non-standard equipment fitted
- Improperly seated passengers
- Any obvious mechanical defects

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reversal siren.

The Principal Contractor must ensure that all mobile plant operators are appointed in writing on site. The contractor will ensure that a detailed road safety management plan is developed and approved by the Client Safety Agent and RE. The contractor needs to ensure that all signs required as per the National Road traffic signs manual Chapter 13 must be complied with.

All flag people are trained to perform their duties. Proof of training by an accredited company must be available on site.

2.5.2 Vessels under Pressure (VuP) and Gas Bottles

The Principal Contractor and all relevant subcontractors shall comply with the Vessels under Pressure Regulations, including:

1. Providing competency and awareness training to the operators;
2. Providing PPE of clothing;
3. Inspect equipment regularly and keep records of inspections;
4. Providing appropriate firefighting equipment (Fire Extinguishers) on hand;
5. Any hired in mobile compressors must have a valid test certificate verifying that the pressure vessel has been tested and that the inspection has taken place within 36 months;
6. The certificate verifying the code to which the vessels was manufactured and the supervision exercise by the Inspection Authority must be available during the Construction;
7. The following signs must be prominently displayed at the storage facility:
 - i. No Smoking Sign
 - ii. No unauthorized entry
 - iii. Firefighting Equipment sign
8. A Manufacturer's plate must be securely fitted in a conspicuous place to the shell of every vessel.

2.5.3 Fire Extinguishers and Firefighting Equipment

The Principal Contractor and relevant subcontractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

The Principal Contractor and subcontractor are to ensure that a Fire equipment inspector is appointed on site.

2.5.4 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use.

The necessary requirements as stipulated by the OHS Act 85 / 1993 and Construction Regulation (2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health and safety file. All relevant subcontractors must ensure the same.

The Principal Contractor is to ensure that a Mandatory Agreement [Section 37(2)] and Contractors appointment 7(1)(c)(v) with all Hired plant is signed. Hired Plant Contractors must also submit their Letter of Good Standing to the Principal Contractor.

The following criteria should be adhered to when considering Hired plant and machinery:

- Hired plant must be checked for safety compliance prior to it being accepted for or on site;
- Should the hired plant be accompanied by an operator, then the Principal Contractor / Subcontractor must ensure that the competency and medical fitness of the operator be verified. It is also their responsibility that the operator undergoes the required Site Safety Induction;
- The Principal Contractor / Subcontractor shall ensure that the operators of the hired plant attend the planned toolbox talks in conjunction with the Principal Contractors / Subcontractors' staff;
- The Principal Contractor / Subcontractor shall ensure that all operators are equipped with the required PPE before commencing with work on site.

2.5.5 Lifting Machines and Tackle

The Principal Contractor and all contractors shall ensure lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 22).

There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle has a safe working load clearly indicated
2. Regular inspections and servicing is carried out
3. Records are kept of inspection and of service certificates
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle.
5. The tower crane bases have been approved by an engineer
6. The operators are competent as well as physically and psychologically fit to work and is in possession of a medical certificate of fitness to be available on site
7. Rigging of loads to be done in accordance with acceptable safe work practices
8. Annual load tests certificates for lifting machines in place
9. Tower cranes are fitted with wind speed meters and audible alarm / warning lights, crane hooters and that the crane's load chart is posted up un the crane cab
10. The Operators are certified to operate the specific machine (valid certificates to be on site)

The Contractor must ensure that safe lifting operations are adhered to. This must include the following:

- Pallets of bricks being lifted by a tower crane or mobile crane may only be lifted when secured in a brick cage or brick net, securing the entire load of bricks to the crane hook
- Mortar bins, waste bins and any other receptacle must be deemed to be lifting attachment and must be designed to carry the required load. Such attachments must be on register and inspected every 3 months by the competent lifting tackle inspector.
- A Competent banks man must be in control of all rigging, slinging and lifting operations and must wear a high visibility vest, be in possession of a two-way radio and make use of a whistle warning persons of overhead loads. The crane operator may only take commands and signals from the designated bank men.
- Guide ropes (tag lines) must be used when lifting large shutters, long bundles or re-bar and other similar loads. This must be detailed in the contractor's prevention plans.
- Lifting operations must be re-evaluated once wind speed reaches 40 km / h unless otherwise specified by the lifting machine manufacturer.

2.5.6 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least one (1) meter above the landing, fastened and secured, and all at a safe angle. Records of inspections must be kept in a register on site. Subcontractors using their own ladders must ensure the same. Ladders shall not be horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

The Principal Contractor shall ensure that a Ladder inspector is appointed in writing.

2.5.7 General Machinery

The Principal Contractor and relevant subcontractors shall ensure compliance with the Driven Machinery Regulation, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those who use machinery.

2.5.8 Portable Electrical Tools and Explosive Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall ensure that all electrical, tools, electrical distribution boards, extension leads and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards etc.

The Principal Contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept
2. Only authorized trained persons use the tools
3. The Safe Working Procedures apply
4. Awareness training is carried out and compliance is enforced at all times, and
5. PPE and clothing is provided and maintained
6. A register indicating the issue and return of all explosive rounds
7. Ensure that the cartridges and explosive tools is locked up separately
8. Signs to be posted up in the areas where explosive powered tools are being used. **(Warning: Explosive Powered Tools in use – Keep Clear)**
9. Each item of power tool must be clearly marked so as to identify and tests / examinations must be recorded in the register.
10. Portable Power tool inspector must be appointed in writing.

2.5.9 High Voltage Electrical Equipment

No high voltage electrical equipment is presented on, under or above the construction area.

2.5.10 Public and Site Visitor Health and Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers. Appropriate health and safety notices and signs shall be posted up but shall not be only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85 / 1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks that they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these "inductions" must be kept on site in accordance with the Construction Regulations.

Any building material or sand that may wash into the road must be cleared by the Principal Contractor immediately.

2.5.11 Night Work

The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

2.5.12 Transport of Workers

The Principal Contractor and other subcontractors shall not:

1. Transport persons together with goods or tools unless there is an appropriate area or section to store them
2. Transport persons in a non-enclosed vehicle e.g. truck, there must be a proper canopy (properly covering in the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.5.13 Severe Weather Plan

When high wind creates a hazard to craftsmen or work being performed i.e. instability in elevated areas, limited visibility due to dust or particles in the air, unmanageable materials etc. Supervision will stop work activities: re-assign work area, properly store and secure material which might blow away, injure or damage; lower / tie down crane booms and obtain further instruction form Site Management.

2.5.14 Scaffolding / Formwork for structure Fall Protection

Work involving scaffolding and working at height shall comply with the requirements as set out in the Construction Regulations (2014), pertaining to these activities with reference to the SANS 10085 Code of Practice.

All scaffolding shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

Deviations found may result in the activity being stopped by the Client, Client Agent / Inspector, until such time as compliance is achieved.

2.6 Occupational Health

2.6.1 Occupational Hygiene

Exposure of workers to occupational health hazards and risk is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substances and high noise level exposure. Site specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise etc.

2.6.2 Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), showers (1 shower for every 15 workers), changing facilities, hand wash facilities, soap, toilet paper and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly.

Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials / substances while eating and must be provided with sheltered eating areas.

2.6.3 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his /her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect his / her safety performance must report this to his / her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or subcontractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

General

A site specific Health and Safety Organogram must be submitted to the Client with the required Health and Safety Documentation. Proof of all the competency certificates as required by the Occupational Health and Safety Act and Construction Regulations, is to be available with all the Appointments.

ANNEXURE A:

The Principal Contractor and Subcontractors must submit proof of compliance with Annexure A of this Construction Health and Safety Specification (HSS), with the Construction Health and Safety Plan, where applicable.

HSS Item no:	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Intention to commence Construction or Building work	Complete Schedule 1 (Construction Regulations)	Before commencement of work on site
2.3.2	Assignment of Responsible Persons to supervise Construction work	All relevant appointments as per OHS Act 85/1993 and Construction Regulations	Before commencement of work on site
2.3.3	Competency Certificate of Responsible Persons	Client requirements and OHS Act 85/1993	Together with the Health & Safety Plan
2.3.4	Compensation of Occupational Injuries and Disease Act (COIDA) 130 of 1993	COIDA Requirement	Together with the Health & Safety Plan
2.3.5	Occupational Health and Safety Policy	OHS Act 85 of 1993	Together with the Health & Safety Plan
2.3.6	Health and Safety Organogram	Client Requirements	Together with the Health & Safety Plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's Assessment	Construction Regulations	Together with the Health & Safety Plan
2.3.8	Health and Safety Representative	OHS Act 85 of 1993	Submit as soon as there are more than 20 employees on site

ANNEXURE B:

The Principal Contractor shall make the following appointments according to the initial assessment (further appointments could become necessary as Project progresses)

Appointment	OHS Act Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H & S overall responsibility – Contractor's Responsible Persons
Construction Manager	CR 8.1	A competent person to supervise and be responsible of the Health & safety related issues on site. The person is appointed to assist the CEO with their overall duties
Assistant Construction Manager	CR 8.2	A competent person to assist with the daily supervision of construction or building work. The person assists the Construction Work Supervisor
Health and Safety Officer	CR 8.5	A competent person to assist with the on-site H & S overall responsibility – Contractor's Responsible Persons
Construction Supervisor	CR 8.7	A competent person responsible for construction activities and ensuring Occupational Health and Safety Compliance.
Assisting Construction Supervisor	CR 8.8.	A competent person responsible for construction activities and ensuring Occupational Health and Safety Compliance.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health and Safety of persons in the workplace
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the onsite Health & Safety matters
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> • The employer • H & S Representative • Designated person • Member of the H&S Committee
Risk Assessment Coordinator	CR 9	A competent person to coordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors
Fall Protection Coordinator	CR 10	A competent person to prepare and amend the Fall Protection Plan
First Aiders	GSR 3	A qualified person to address all on site first aid cases
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines, equipment and tackle
Scaffolding Inspector	SANS 10085 CR 16	A competent person to inspect scaffolding before the use, and every time after bad weather etc.
Scaffolding Erector	SANS 10085 CR 16	A competent person to erect scaffolding
Scaffolding Supervisor	SANS 10085 CR 16	A competent person to supervise scaffolding
Ladder Inspector	GSR 13(a)	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly records
Stacking Supervisor	CR 28	A competent person to supervise all stacking and storage operations
Firefighting Equipment Inspector	CR 29	A competent person to assist firefighting equipment

ANNEXURE C:

The Principal Contractor shall comply, but not be limited to the following requirements, report on these items to the Client at progress meetings or at least monthly, whichever is sooner.

What	When	Output
Induction Training	Every worker – before they commence with work onsite	Attendance Registers
Awareness Training (Toolbox Talks)	At least weekly	Attendance Registers
Health & Safety Reports	Monthly	Reports covering: <ul style="list-style-type: none"> • Incidents, Accidents & Investigations • Non-conformances by employees & contractors • Internal & External HS Audits reports
Emergency Procedures	Continuous Evaluation of Procedure	Table the procedure in writing as well as Contact numbers
Risk Assessments	Updated and signed off at least monthly	Documented Risk Assessments
Safe Work Procedures	Drawn up before workers are exposed to new risks	Documented set of Safe Work Procedures/ Method Statements updated and signed off
General Inspections	Weekly & Daily	Report OHS Act compliance: <ul style="list-style-type: none"> • Scaffolding • Excavations • Formwork & Support work • Explosive Tools
General Inspections	Monthly	<ul style="list-style-type: none"> • Firefighting equipment • Portable Electrical Equipment • Ladders • Lifting Equipment / slings
List of contractors	List to be updated weekly	Table list, number of workers and Company contact numbers
Workman's Compensation	Continuous	Table a list of contractors' Workman's Compensation proof of good standing
Construction Site Rules & Section 37(2) – Mandatory Agreement	Continuous	Table a report of signed and up to date Mandatories.

ANNEXURE D:

	AGREEMENT WITH MANDATORY	
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**OCCUPATIONAL HEALTH AND SAFETY ACT
Act 85 of 1993**

AGREEMENT WITH MANDATORY
In terms of section 37(1) and (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

THE COMPANY
(Hereinafter referred to as the Company)

AND

CONTRACTOR
(Hereinafter referred to as The Contractor)

Compensation Fund Number: _____

**AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK AND EACH PAGE AND
CHANGE TO BE INITIALED.**

Definition of Mandatory:

- Includes an agent, a contractor or sub – contractor for work, but without derogating from his status in his own right as an employer or user.

Occupational Health and Safety Act (No. 85 of 1993)

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS Act and Regulations.
2. Your attention is drawn to “**General Duties of Employers to their Employees**” as required by Section 8 of the Act.
3. You are required to:
 - 2.1. Sign a written “Agreement with Mandatory” as required by Section 37(1) (2) of the act with us before you commence any work on my / our premises / site.
 - 2.2. Provide the client / principal contractor with a documented health and safety plan.
 - 2.3. Provide the client / principal contractor with written appointment of the person who is going to supervise the construction work as per Construction Manager 8(1).
Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).
 - 2.4. Provide the client / principal contractor with written designation of your nominated Health and Safety Representatives as per Section 17(1).
 - 2.5. If you employ more than five (5) persons, you are required to provide your own First Aid box as per General Safety Regulation 3(2).
 - 2.6. If you employ more than ten (10) persons, you are required to provide your own First Aider as per General Safety Regulations 3(4).
 - 2.7. When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3.

Note: Asbestos and Lead Regulations are separate.

- 2.8. When using a Materials Hoist, comply with Construction Regulation 19.
 - 3.9. When using Lifting Machines and Lifting tackle, comply with Driven Machinery Regulation 18.
 - 3.10. When using Explosive Powered Tools, comply with Construction Regulation 21.
 - 3.11. When using Scaffolding, Formwork and Support work, comply with Construction Regulation 12 and 16.
 - 3.12. When Excavating or demolishing, comply with Construction Regulation 13 and 14.
 - 3.13. When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.
 - 3.14. When working in confined spaces, comply with General Safety Regulation 5.
4. You are responsible for providing your own legal safety documents and registers to comply with the act's requirements. **A copy of the OHS Act of 1993 should be available in the contractor's office.**
 5. You are required to comply with General Safety Regulation 2(1) to (7) and provide employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
 6. Reporting of Incidents and Occupational Diseases shall be done as per General Admin Regulation 8.

Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)

You are required to provide the client proof of registration with the Compensation Commissioner/Federated Employer's Mutual within seven (7) days after signing this agreement. Failure to do so would result in the client notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay. Which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the contractor)
See Section 89(1) of the COID Act.

AGREEMENT WITH MANDATORY

In terms of Section 37 (1) and (2)

Section 37 (1) Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then unless it is proved that –

- (a) in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user:
- (b) it was not under any condition or in any circumstance within the scope of the authority of the or omission charged: and
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question.

The employer or any such user himself shall be presumed to have done or omitted to do that act and shall be liable to be convicted and sentenced in respect thereof, and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

Section 37 (2) The provisions of subsection (1) shall “mutatis mutandis” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the provision of the Act.

AGREEMENT WITH MANDATORY

In terms of the provisions of section 37 (2) of the Occupational Health and Safety Act 1993,

I, _____ (Name) acting for and on behalf of

_____ (Company name) undertake to ensure that the requirements and provision of the Act and Regulations are complied with.

Signature _____ Date _____

(Delete which is not applicable: Principal Contractor, Contractor)

Mandatory – Workman’s Compensation/Federated Employers Mutual No _____

Signature _____ Date _____

(Delete which is not applicable: Client, Principal Contractor, Contractor)

Company: _____

Project/Site: _____

CONSTRUCTION REGULATION 5 (1) (k)

APPOINTMENT OF THE PRINCIPAL CONTRACTOR

5 (1) A client must-

(k) appoint every principal contractor in writing for the project or part thereof on the construction site;

APPOINTMENT

I / We, _____ hereby appoint _____
(client's name)
(name of principal contractor)

as the principal contractor for the construction work/project to be carried out at:

(exact physical address of the construction work and site office)

The appointed principal contractor accepts the appointment and confirms that he/she is conversant with all relevant statutory provisions and regulations of the Occupational Health and Safety Act, 1993, with regard to carrying out construction work.

Client Signatures

Date

ACCEPTANCE

Kindly confirm your acceptance of this appointment by completing the following:

I, _____ Principal Contractor understand the implications of the appointment as detailed above and confirm my acceptance.

Principal Contractor Responsible Person

Date

C5.4 OCCUPATIONAL HEALTH AND SAFETY BASELINE RISK ASSESSMENTS

Construction of Phuthini Pedestrian Bridge in Ward 12

Specifically designed

By

C & M Safety Consultants

A INJURY SEVERITY		B FREQUENCY of OCCURRENCE		RATING			
0	No injury	0	Has not occurred in last two years	RISK CLASSIFICATION	RISK VALUE		
2	Minor laceration, wound (first aid case)	2	Occurs very seldom	LOW	0---6		
4	More severe injury medical attention	4	Occurs occasionally	MEDIUM	6---16		
8	Serious injuries, broken bones, amputation etc.	8	Occurs often	HIGH	16---32		
10	Loss of life / fatality	10	Could / has happened	CRITICAL	32---40		
C POTENTIAL DAMAGE / LOSS		D ENVIRONMENT		ACTION REQUIRED			
0	No damage, minimal costs R10 – 100	0	No effect	Spillage, noise, water, dust / vapors/ fauna and flora	LOW	Supervision, training, certification, method/risk assessments, safe work procedures training, toolbox talks.	Good instruction.
2	Minor damage, small costs R100 – 1000	2	Minor effect		MEDIUM	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.	Change method, mitigate
4	Med damage, stoppage (On site repair) medium cost R1000 – 5000	4	Serious effect (Short term)		HIGH	Competent supervision, training certification, method/risk assessments, safe work procedures training, toolbox talks.	Change method, mitigate.
8	More serious damage // loss / delay < R5000 - +	8	Very serious effect (Long Term)		CRITICAL	Close competent supervision, training certification, method/risk assessments, safe work procedures, PJO's, work permits, training and toolbox talks.	Intolerable, change method, transfer risk.
10	Severe damage, long term stoppage, high costs	10	Catastrophic effect				

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Site establishment	<ul style="list-style-type: none"> Poor positioning of offices, stores and parking areas. 	<ul style="list-style-type: none"> Restricted access to parking and delivery to storage areas can cause damage transport and plant. 	4	2	4	0	6	<ul style="list-style-type: none"> Access to be a main consideration when positioning offices, stores on site during planning stage. Possible one way traffic to be introduced 	<ul style="list-style-type: none"> Risk assessment training, toolbox and supervision.
	<ul style="list-style-type: none"> Installation of cables and distribution boards. 	<ul style="list-style-type: none"> Damage cables and loose wires exposed. Serious injury to employees like electrocutions and fatality can occur. 	10	2	8	0	20	<ul style="list-style-type: none"> All cables from distribution board to offices, store and security to be underground. The distribution board is to stand on a firm level base and should be locked at all times. Electric cables should be kept in good condition at all time 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks, supervision, constant reinforcement and result logged in a relevant checklist.
	<ul style="list-style-type: none"> Installation of security fencing. 	<ul style="list-style-type: none"> Installation of fencing can cause injury on hand like minor laceration 	2	2	2	0	6	<ul style="list-style-type: none"> Security fencing must be minimum height of 1.8m around site area together with two double gates. Employees must wear hand gloves to protect their hands at all times 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks, supervision ant constant reinforcement.
	<ul style="list-style-type: none"> Not providing required services. 	<ul style="list-style-type: none"> Not having the essential services at hand like fire equipment, toilets, and drinking water and first aid boxes can cause serious issues on the health of employees and loss of property through fire. 	10	2	8	0	18	<ul style="list-style-type: none"> Services to be available during site establishment: Firefighting equipment, first aid boxes, first aide, drinking water and toilets. Firefighting equipment and toilets are to be included on first order placed for contract. 	<ul style="list-style-type: none"> Site Agent to see that these requirements are on site from the beginning of site establishment.
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
Surveyor set out clear and grub area with wooden survey pegs	<ul style="list-style-type: none"> Heat Exposure 	<ul style="list-style-type: none"> Sun stroke / heat Exhaustion 	4	4	2	0	10	<ul style="list-style-type: none"> Risk assessment training. Daily safe task instructions. Portable water available on site. PPE 	<ul style="list-style-type: none"> Training on risk assessments. DSTI's., Supervision.
	<ul style="list-style-type: none"> Biological hazards 	<ul style="list-style-type: none"> Snake bites / tick bites / spider bites 	4	4	4	0	12	<ul style="list-style-type: none"> Risk assessment training. Daily safe task instructions. Trained First Aider on site. PPE. When possible, snake / spider to be identified to assist medical personnel with treatment. 	<ul style="list-style-type: none"> Training on risk assessments. DSTI's., Supervision.
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
	<ul style="list-style-type: none"> Signage not visible to oncoming traffic. 	<ul style="list-style-type: none"> Traffic Accidents involving vehicles & pedestrians or hazardous chemical spills when drivers don't notice any signs and approach at high speed. 	10	4	8	4	26	<p>A traffic management plan needs to be drawn up before construction work influence the road. This will include a diagram which will indicate the legal required positioning of temporary road signs in relation to the activities on the road. Flashing lights need to be used during the night to ensure visibility. A Responsible person needs to be assigned to ensure that the management plan is exercised & implemented.</p>	<ul style="list-style-type: none"> Supervision, Training, RA's, Method Statements & SWP's., Daily safe task instructions, Audits
	<ul style="list-style-type: none"> Confusing & misleading drivers with the wrong signs. 	<ul style="list-style-type: none"> Traffic Accidents involving vehicles & pedestrians due to confusion 	10	4	8	4	26	<p>Consult local roads department regarding the correct signage to be used & attached correspondence & information to the plan.</p>	<ul style="list-style-type: none"> Supervision, Training, RA's, Method Statements & SWP's., Daily safe task instructions, Audits

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Operation of mobile plant & construction vehicles	<ul style="list-style-type: none"> Untrained operators 	<ul style="list-style-type: none"> Causing accidents involving people, other mobile plant / existing structures. 	10	2	8	0	20	<ul style="list-style-type: none"> Only certified, medically fit & legally appointed employees may operate mobile plant & construction vehicles. A supervisor of machinery needs to be appointed to ensure that all plant is maintained & records thereof kept. A planned maintenance schedule must be followed & operators must record daily inspections & report deviations immediately to the supervisor. A risk assessment needs to be conducted prior to allowing operation of mobile plant/vehicles on site to identify exposure to overhead power lines. If power lines are present then a safe work procedure must be drawn up. Signage to be displayed & safe distances to be marked out for operators. 	<ul style="list-style-type: none"> Risk assessment training, Toolbox talks, Supervision, Constant reinforcement & specific instructions to operators. Risk assessment training. Toolbox talks. Supervision. Constant reinforcement & specific instructions to operators. Risk assessment training, Toolbox talks, Supervision, Constant reinforcement & specific instructions to operators.
	<ul style="list-style-type: none"> Substandard condition of machinery 	<ul style="list-style-type: none"> Failure of machine parts could result in injury to operator / other employees / mobile machines / vehicles / structures. 	8	2	8	0	18		
	<ul style="list-style-type: none"> Overhead power lines 	<ul style="list-style-type: none"> Electrocution of operator. Damage to power lines & interruption of electrical supply causing delays that result in financial losses. 	10	2	10	8	30		
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
Machine Excavations	<ul style="list-style-type: none"> Working in the wrong place. 	<ul style="list-style-type: none"> Striking of other underground services. 	4	2	4	4	14	<ul style="list-style-type: none"> Trained competent person to do the laying out & ensuring the correct location of all other services. Only trained competent licensed operators to operate machines. All operators to be appointed in writing. Banks man in place during mechanical operations. Permit system to be followed. Ensure that the spoil removed is placed at least one meter from the edge of the excavation. Ensure that there are no cracks in the side walls. Ensure sides of excavation are stable. If unstable, the sides must be shored or cut back to prevent subsidence / collapse. Ladder access must be available for egress from the excavation within 6m of reach. Ensure that barricades are put around the excavation at least 1 meter away from the edge. Candy tape may not be used as substitute for barricading. Daily inspections are carried out & documented on a checklist by a competent trained person- Excavation Supervisor. 	<ul style="list-style-type: none"> Trained competent person does all the laying out of the area & checking drawings & of other services in the area. Trained competent operators appointed. Machines all checked on daily checklist. Daily toolbox talks on ongoing operations. As spoil is removed, it will be ensured that it is placed at least 1 meter from the edge of the excavation. Regular inspection by competent trained person to ensure that the excavation is stable & safe. Barricading is installed & maintained at all times. Explanation via toolbox talks why they are required & must be maintained. Minimum of daily checks on all excavations to be carried out using a standard checklist. Inspection of excavation to be carried out by competent trained person.
	<ul style="list-style-type: none"> Striking unknown underground services. Workers being injured by moving machines. Un-roadworthy, unsafe machines being used. 	<ul style="list-style-type: none"> Severe injury / damaged to plant & equipment. 	4	2	2	0	8		
	<ul style="list-style-type: none"> Spoil is stacked too close to the edge of the excavation & causing it to collapse / fall back into the excavation. 	<ul style="list-style-type: none"> Lost time, damage &/or possible injury depending on the depth of the excavation. 	4	2	2	0	8		
	<ul style="list-style-type: none"> Excavation collapsing 	<ul style="list-style-type: none"> Depending on depth, injury / even fatality. 	4	4	4	0	12		
	<ul style="list-style-type: none"> Persons could walk into excavation by accident. 	<ul style="list-style-type: none"> Depending on depth, injury / even fatality. 	4	4	4	0	12		
	<ul style="list-style-type: none"> Unsafe work could proceed if not inspected timorously. 	<ul style="list-style-type: none"> Injury &/or even fatality 	4	2	4	0	10		

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Loading and Offloading of equipment	• Overloading. Damage to plant & equipment.	• Costs. Losses. Possible injuries to workers.	4	2	4	0	10	<ul style="list-style-type: none"> • Competent person to ensure the correct type & capacity of transport is used. • Only competent trained persons are permitted to operate the self-contained crane. A banks man / rigger to be available at all times to co-ordinate & control the material being loaded or unloaded. • Crane & all lifting equipment is on register, has been tested & checked by a competent appointed person. Test certificates must be available for all lifting equipment, i.e. slings, shackles etc. 	<ul style="list-style-type: none"> • Correct transport & in good condition. • Ensure truck driver, crane operator & banks man are trained & are appointed as competent persons. Training certificates should be available. The banks man must use his whistle at all times when a suspended load is moving above workers to warn them. • The checking of documentation & ensuring that work is carried out safely. Do not permit substandard equipment to be used during lifting procedures.
	• Untrained / incompetent persons using the equipment. Loads being dropped & causing damage to material, equipment & plant.	• Damage. Injury to workers &/or plant.	4	2	4	0	10		
	• Substandard equipment being used & failing when being used.	• Injury &/or damage to plant equipment.	4	2	4	0	10		
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
Stacking and Storage	• Unstable stacking and storage	• Material can fall onto employees and multiple injuries can be sustained.	8	2	4	0	14	<ul style="list-style-type: none"> • Stacking area must be stable or levelled to avoid material falling. • Material of the same size, shape / mass must be stacked and stored together to avoid the material falling. • Total height of stack must not exceed 3m to avoid material from falling onto the ground. 	<ul style="list-style-type: none"> • Supervision, Constant reinforcement, Toolbox talks. • Supervision, Constant reinforcement, Toolbox talks • Supervision, Constant reinforcement, Toolbox talks.
	• Stacking material of different sizes, shape / mass together	• Material can fall onto employees and multiple injuries can be sustained.	8	4	4	0	16		
	• Stacking area exceeding 3m height.	• It can cause material to fall and serious injuries such as broken bones or amputation can occur.	4	2	2	0	8		
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
Tools and Equipment	• Taking away tools which have the potential to cause injury.	• Possible injury.	2	2	2	0	6	<ul style="list-style-type: none"> • Trained competent persons using the tools must be able to identify when something is defective on the tools. • Substandard tools cause substandard work. Use the correct tools in good condition. The issue of personal protective equipment hard hats, safety shoes, safety glasses, leather gloves, (dust mask), overall. Workers trained on the correct use of issued personal protective equipment. 	<ul style="list-style-type: none"> • Ensure that the user knows how to check the tools he is going to use. Daily toolbox talks. • Tools on register & checked on a regular basis. Daily toolbox talks.
	• Not being able to do the job properly & taking chances.	• Substandard work. Possible damage to plant & equipment.	2	2	2	0	6		

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Portable Electrical tools	<ul style="list-style-type: none"> Taking away tools which have the potential to cause injury Not being able to do the job properly & taking chances. Unsafe tools. Broken switches. Damaged cables and plugs, Guards removed. 	<ul style="list-style-type: none"> Possible injury. Substandard work & possible damage to plant & equipment. Injury to employees. Damage to property. Injury to employees. Damage to equipment. 	2	2	2	0	6	<ul style="list-style-type: none"> Trained competent persons using the tools must be able to identify when something is not right, The store man should ensure that all tools issued are in a safe working condition. Substandard tools cause substandard work. Use the correct tools in good condition. The issue of hard hats, safety shoes, safety glasses, leather gloves, dust mask, overall. Workers trained on the correct use of issued PPE. Set standard of tools to be bought by buying department. Instruct employees on safe working procedures. 	<ul style="list-style-type: none"> Ensure that the user knows how to check the tools he is going to use, Trained competent persons using the tools & understanding the hazards, Daily toolbox talks. Tools on register & checked on a regular basis. Daily toolbox talks. Feedback from site regarding standard of tools. Supervisor to control.
			2	2	2	0	6		
			4	4	8	2	18		
			8	8	8		32		
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
Hazardous Chemicals & Flammable Liquids.	<ul style="list-style-type: none"> Exposure to source of ignition. Inhaling vapors / fumes, contact with the skin, accidental ingestion 	<ul style="list-style-type: none"> Fire or explosion when ignited, Respiratory irritation, dizziness, nausea & loss of consciousness if inhaled constantly. Irritation & possible skin disorders when skin is exposed constantly. Low viscosity material if swallowed may enter the lungs and cause lung damage. 	4	2	8	2	16	<ul style="list-style-type: none"> Keep product away from high energy ignition sources, heat, sparks, pilot lights, static electricity & open flames, Avoid contact with the skin by wearing gloves. Wear respirators if exposed to the inhalation of vapors or mists, Use in well ventilated area away from all ignition sources, no smoking or open flames in close proximity, Firefighting equipment must be available at the point of storage & use, Store in banded area with suitable warning signs visible, Do not ingest the product. 	<ul style="list-style-type: none"> Risk Assessment Training, Constant Supervision & Reinforcement of Preventative Action
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
Bulk Diesel Storage	<ul style="list-style-type: none"> Sub-standard storage, spills & Delays. 	<ul style="list-style-type: none"> Contamination of the environment, ignition of fuel causing fire damage & delays in availability leaving machines standing and running at financial loss. Fines from the local authorities 	8	2	8	2	20	<ul style="list-style-type: none"> Obtain written approval from landowner where the tank will be positioned. Site plan and positioning of the Diesel tank along with the local fire departments approval after inspection needs to be supplied to the supplier before the installation can commence. Firefighting equipment requirements information can be obtained from the fire department on their visit to site. The fuel supplier will then visit the site for approval before installation can commence. 	<ul style="list-style-type: none"> Management needs to have a check list of all the requirements imposed and keep record of all correspondence.

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Compaction of ground using a whackers	<ul style="list-style-type: none"> Not knowing how to operate, Getting struck by uncontrolled whackers. Constant vibration on the body, Damaged plant 	<ul style="list-style-type: none"> Fractures, damaged to materials, structures or vehicles 	8	2	4	0	14	<ul style="list-style-type: none"> Only trained, competent & authorized employees may operate this machine, Do not work to close to other employees, valuable material or vehicles with the roller, Never leave machine unattended while in operation, Only operate when authorized to do so & when you are trained on the risks involved. Use drip tray when refueling, Always wear hearing protection & safety boots, A fire extinguisher should be available in event of a fire, Report any defective machinery to your Supervisor & the Store man. Make sure that the stop / start buttons are in working condition. 	<ul style="list-style-type: none"> Toolbox Talks. Risk Assessment Training. PPE: Safety boots Hearing protection. Eye protection. Gloves.
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	A	B	C	D	R	PREVENTATIVE MEASURES	CONTROLS
Bedding	<ul style="list-style-type: none"> Import material dump at wrong location 	<ul style="list-style-type: none"> Environmental impact, cost 	4	4	4	4	16	<ul style="list-style-type: none"> Ensure service provider who deliver material for bedding have been communicated with. 	<ul style="list-style-type: none"> Induction training and supervision
Pipe laying	<ul style="list-style-type: none"> Untrained rigger, lifting pipe using TLB, employee in trenches whilst pipe being lifted 	<ul style="list-style-type: none"> It can cause material to fall and serious injuries such as broken bones or amputation can occur. 	4	4	8	0	16	<ul style="list-style-type: none"> Competent rigger to be appointed in writing. Lifting equipment must be inspected before being used. TLB operator to be appointed and competency available. No employees shall be in trenches whilst pipe are being lifted into place. 	<ul style="list-style-type: none"> Induction training, Risk Assessment training, Safe work procedure training, site supervision, toolbox talks
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	A	B	C	D	R	PREVENTATIVE MEASURES	CONTROLS
Using ladders for access	<ul style="list-style-type: none"> Employees could slip in rainy conditions, when carrying tools not climbing with both hands, ladder not being secured & slipping out under employee can lead to serious falls & injury. Working off a ladder. 	<ul style="list-style-type: none"> Fatalities, fractures / serious multiple injuries. 	8	4	4	0	16	<ul style="list-style-type: none"> Employees must never work on & climb ladders in rainy conditions; this can result in slips & falls, Always use both your hands to climb the ladder, Carry tools in a tool bag that's secured to the waist, The ladder must always be secured when used, Never use damaged ladders, A ladder must always be placed on register & inspected by a competent person, No homemade ladders are allowed on site. Employees to be supervised, The ladder must always protrude 900mm past the working platform, Ladders must only be used for access purpose, not to work from. 	<ul style="list-style-type: none"> Strict supervision to ensure compliance, RA training, Constant reinforcement. Inspections on ladders.

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Backfilling an excavation manually	<ul style="list-style-type: none"> Substandard access in and out of excavation 	<ul style="list-style-type: none"> Substandard access can cause employees not being able to escape when required. Serious injuries like buried by soil and suffocation can also happen 	10	2	10	0	22	<ul style="list-style-type: none"> Employees must be trained through induction how to use ladder to get in and out from the excavation. Ladder inspector must be appointed to inspect ladders on monthly basis. 	<ul style="list-style-type: none"> Risk assessment training. Toolbox talks. Supervision. Monthly ladder register must be completed.
	<ul style="list-style-type: none"> Restricted workspace. 	<ul style="list-style-type: none"> Serious injuries like falling to invisible excavation more especially at night can happen if excavation is not restricted or barricaded. 	8	2	8	0	18	<ul style="list-style-type: none"> Excavation supervisor must make sure that all excavations are barricaded and warning signs must be displayed. 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks and supervision.
Backfilling an excavation manually.	<ul style="list-style-type: none"> Heat exhaustion. 	<ul style="list-style-type: none"> It can cause employees to collapse or suffocation while working in an excavation. 	10	2	10	0	22	<ul style="list-style-type: none"> Employees must be trained through induction to alternate each other while working in an excavation to get fresh air outside and to drink lot of water. 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks and supervision.
	<ul style="list-style-type: none"> Side of excavation can collapse. 	<ul style="list-style-type: none"> Collapse of excavation can cause serious injuries like suffocation or fatal. 	10	2	10	0	22	<ul style="list-style-type: none"> Employees must not stand closer than 600m from the edge of excavation. Supervisor to instruct employees to be careful not to fall into excavation. Supervisor to know how many employees are working in an excavation. 	<ul style="list-style-type: none"> Risk assessment training, induction, toolbox talks and supervision.
Backfilling excavation with mobile plant.	<ul style="list-style-type: none"> Incompetent operator. 	<ul style="list-style-type: none"> Not familiar with mobile plant procedures can cause serious or fatal accidents 	10	2	10	0	22	<ul style="list-style-type: none"> Mobile plants must be operated by competent operator who has been appointed and medical fit. Competent certificate for operator must be filed in the safety file on site. 	<ul style="list-style-type: none"> Risk assessment training, induction, toolbox talks, supervision and daily mobile plant checklist must be completed.
	<ul style="list-style-type: none"> Mobile plant working around employees. 	<ul style="list-style-type: none"> Going to close to moving machinery or working behind moving machinery getting knocked over sustaining serious injury or death. 	10	4	10	0	24	<ul style="list-style-type: none"> All employees to wear reflective clothing. No employee should walk and work behind an active mobile plant. All mobile plants must be fitted with a reverse alarm, so pay attention when walking on site. Operators may never leave the plant running unattended or with the key in the ignition. 	<ul style="list-style-type: none"> Risk assessment training, induction, toolbox talks and supervision.

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Manual Handling	• Heavy loads	• Employees could injure their backs when picking up heavy loads on their own.	4	2	2	0	8	• Employees must never pick up anything that is too heavy for one person. Always get assistance from another colleague. If you battle to lift, don't lift. If possible, ask a lifting machine to lift the load.	• Risk assessment training, toolbox talks, supervision, constant reinforcement
	• Loads with sharp edges/corners	• Sharp edges and corners could cause lacerations to hands and other body parts	2	2	4	0	8	• Always inspect the load before you lift to check for sharp edges & corners. Always wear leather gloves when picking up materials so that your hands are protected.	• Risk assessment training, toolbox talks, supervision, constant reinforcement
	• Wrong posture when lifting/placing down items	• Employees that pick items up with their legs straight and back bent over could sustain serious back & muscle injuries.	4	2	2	0	8	• Employees must ensure that they keep their back straight and bend their knees when they lift any load; this prevents strain on the lower back. Physical demonstrations should be given to all employees.	• Risk assessment training, toolbox talks, supervision, constant reinforcement
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	A	B	C	D	R	PREVENTATIVE MEASURES	CONTROLS
Formwork and Shuttering	• Shutter panels.	• Uncontrolled movement of shutter panels can cause falling of material and damage to equipment or fatality	10	2	8	0	20	• Banks man to make use of guide ropes. Employees must be cleared from the path of movement.	• Risk assessment training. Toolbox talks. Supervision.
	• Support work beams.	• Dislodge of beams and collapse of decking can cause falling from platforms. Injury to body due to falling and damage to equipment.	10	2	8	0	20	• Support work beams to be checked before positioning of deck panel. Safety harness to be used. Safety harness inspector to be appointed. Competent person to be appointed to supervise formwork and support work.	• Risk assessment training. Toolbox talks. Supervision. Daily pre-inspection to be carried out. Monthly safety harness register to be completed.
	• Falling of material, tools, rubbles or equipment to employees below.	• Poor housekeeping can cause tripping and falling hazards to employees on site.	8	2	8	0	18	• Throwing of materials, tools, etc., from height is not allowed. Planning and coordinating the removal of rubbles. Keep working area clean.	• Risk assessment training. Toolbox talks. Supervision.
	• Reinforcing cage.	• Falling over of reinforcing cage can cause injury to workers and damage to equipment.	8	2	8	0	18	• Secure the reinforcing cage prior to placing of shutters.	• Risk assessment training. Toolbox talks. Supervision.

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
	<ul style="list-style-type: none"> Inadequate designed, supporting and bracing No structural designed drawings in place. Unexamined equipment 	<ul style="list-style-type: none"> Falling and fatality can occur, because of inadequate design, supporting and bracing. Delay for starting work and finishing it in time. Serious injuries to workers cause by weakened equipment. 	10	2	8	0	20	<ul style="list-style-type: none"> All formwork and support work structure must be adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them. The designs of formwork and support work structures are done with close reference to the structure design drawings and where any uncertainty exists, the structural designer should be consulted. All drawings pertaining to the design of formwork and support work structure must be kept on the site and available on request by an inspector, contractor, client, client's agent or employees All equipment used in the formwork or support work structure must be carefully examined and checked for suitability by a competent person, before being used. 	<ul style="list-style-type: none"> Risk assessment training. Toolbox talks. Supervisor to check if design, supporting and bracing are adequate at all times Supervisor to check if structural design drawings are in place before work commence on site. Risk assessment training. Toolbox talks. Supervisor to inspect all equipment used on daily basis.
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Working at Heights & Elevated Positions	<ul style="list-style-type: none"> Working unsecured & falling. Ensure that if you are working on a scaffold that it is secure to work on. Slipping & falling. Persons not fit to work at height i.e. vertigo, epilepsy. Open edges on decks / platforms 	<ul style="list-style-type: none"> Severe injury &/or even death. Unstable scaffold could fall. Severe injury &/or even death Employees could walk off or be accidentally bumped off an open edge 	10	2	8	0	20	<ul style="list-style-type: none"> Ensuring that trained competent persons are carrying out the work & understand the hazards of working at height, Always use the 100% tie off method while moving around at height. Adequate secure ladders / platforms, safety harnesses, Correct issue of PPE, safety shoes, hardhat, overall, gloves, safety glasses, safety harnesses with dual lanyards, Workers trained in the correct use of PPE issued i.e. harnesses. Open edges are not allowed on site, All open edges that are created must immediately be barricaded with solid barricading & made visible to prevent anyone from falling over, If employees are required to work on an open edge, then they need to wear a harness & attach it to a life line. 	<ul style="list-style-type: none"> Training on the correct use of PPE. Competent to do the job required. Tool box talks A safety belt can only be used as a restraining device. To stop an employee from reaching the edge. RA Training, Toolbox talks. Supervision, Constant reinforcement

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Working at Heights & Elevated Positions Scaffolding structures	• Scaffold structure	• Employees could fall off if platforms are not properly boarded.	10	2	8	0	20	<ul style="list-style-type: none"> Scaffold platforms must at all times be fully boarded to ensure that employees do not fall through. Handrails must be fitted at knee & hip height at all times, If employees are required to work on an open edge, then they need to wear a harness & attach it to the structure or life line. Scaffolding must be fitted with safe access ladders / staircases at all times, If the scaffold does not have safe access, then it may not be used. 	<ul style="list-style-type: none"> RA Training, Toolbox talks. Supervision, Constant Reinforcement RA Training, Toolbox talks. Supervision, Constant Reinforcement RA Training, Toolbox talks. Supervision, Constant reinforcement
		• Fall from height if handrails are not fitted	10	2	10	0	20		
		• Fall from height if safe access is not provided.	10	2	10	0	20		
		•							
ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	A	B	C	D	R	PREVENTATIVE MEASURES	CONTROLS
Structural steel erection.	<ul style="list-style-type: none"> Incompetent erectors. Collapse of structure. Not wearing required PPE when working on height. 	• Incompetent erectors or not used to work on height can make employees to fall and cause serious injuries like broken bones or fatality.	10	2	8	0	20	<ul style="list-style-type: none"> Erectors of steel and their assistants must be competent in structural steel erection and handling themselves on steel structures at elevated positions. Supervisor to induct steel erectors and their assistants in the safe way to erect the steel and how to use their PPE. Sequence of erecting structural elements as required by the supervisor is to be adhered to all times by all members of the erection crew. Supervisor to explain method of erection and rules to be followed by erection team. Erection team must use the following PPE at all times: Overall, hardhat, harness with double lanyards and shock absorber, safety shoes with non-slip soles for structural steel work and gloves. Supervisor to train erection crew, how to use safety harness and safety harness inspector to be appointed. 	<ul style="list-style-type: none"> Risk assessment training, induction, toolbox talks, supervision and constant reinforcement. Risk assessment training, toolbox talks, supervision and constant reinforcement. Risk assessment training, induction, toolbox talks, supervision, PPE issue register to be completed and sign by all employees. Monthly safety harness register to be completed on monthly basis.
		• Failing to follow method of erection and rules or use damage material can cause structure to collapse and serious injuries like broken bones, damage to plant and fatal can occur.	10	2	10	0	20		
		• Employees having no knowledge of how to use safety harnesses when working on height can fall and cause serious injuries like broken bones or fatality.	10	2	10	0	20		

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Mobile Crane operation	<ul style="list-style-type: none"> Using uncompleted crane 	<ul style="list-style-type: none"> Use of uncertified crane could result in malfunction/failure due to uncompleted work which could lead to injuries & financial loss due to damage and delays. 	10	4	10	0	24	<ul style="list-style-type: none"> Operator may only use a mobile crane once a handover of competency certificate, medical and safe load test have been issued. 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks, supervision, constant reinforcement and specific instructions to operators.
	<ul style="list-style-type: none"> Untrained employees 	<ul style="list-style-type: none"> Operator's sub-standard operation could result in injuries to others and damage to crane/plant or structures 	10	2	10	0	22	<ul style="list-style-type: none"> Crane Operators must be certified competent for the specific type of crane, medically certified fit, appointed and trained on the risk assessments & safe work procedures. Crane operations must be supervised at all times. 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks, supervision, constant reinforcement and specific instructions to operators.
	<ul style="list-style-type: none"> Substandard communication 	<ul style="list-style-type: none"> The lack of communication between the operator & banksman will result in damage/injuries/ death due to misinterpreted instructions. 	10	2	10	0	22	<ul style="list-style-type: none"> Banks man must be issued with a whistle to warn others of loads being hoisted. Crane operator & banks man needs to use standard terminology and should not react on any unclear instruction. 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks, supervision, constant reinforcement and specific instructions to operators.
	<ul style="list-style-type: none"> Overhead Power Lines 	<ul style="list-style-type: none"> Contact with power lines could result in operator electrocution 	10	4	10	4	28	<ul style="list-style-type: none"> If the positioning cannot be away from the power lines, then a safe operating procedure must be drawn up. A safe distance must be marked out which is visible to the crane operator & banksman. Communication is essential. 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks, supervision, constant reinforcement and specific instructions to operators.
	<ul style="list-style-type: none"> Sub-standard lifting equipment 	<ul style="list-style-type: none"> Lifting equipment could break under load resulting in falling materials/equipment = injuries/financial loss 	10	2	10	0	22	<ul style="list-style-type: none"> All lifting equipment must be placed on a register for inspection purposes and must have a certificate of safe workload test. Inspections need to be done every three months by an approved inspection authority and each item fitted with an ID tag. Employees may not be positioned under suspended loads, banksman must control. 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks, supervision, constant reinforcement and specific instructions to operators.
	<ul style="list-style-type: none"> Sub-standard rigging operations. 	<ul style="list-style-type: none"> Using inappropriate lifting equipment or sub-standard rigging methods will result in failure underweight creating falling objects with major injury potential 	10	2	8	0	20	<ul style="list-style-type: none"> A trained rigger must be appointed to supervise or perform all rigging operations 	<ul style="list-style-type: none"> Risk assessment training, toolbox talks, supervision, constant reinforcement and specific instructions to operators.

ACTIVITY	POTENTIAL HAZARD	POSSIBLE RESULT	RISK EVALUATION					PREVENTATIVE MEASURES	CONTROLS
			A	B	C	D	R		
Housekeeping	<ul style="list-style-type: none"> Poor housekeeping 	<ul style="list-style-type: none"> Materials and paper can spread all over the working area, Tripping hazard can occur and working area can become unclean. 	2	2	2	0	6	<ul style="list-style-type: none"> Employees should be trained through risk assessments and toolbox talks to do housekeeping on a daily basis. 	<ul style="list-style-type: none"> Supervision, Constant reinforcement, Toolbox talks, Risk assessments.
	<ul style="list-style-type: none"> Material lying around in working area and in walkways. 	<ul style="list-style-type: none"> It can cause tripping hazards to employees and the employees can sustain multiple injuries. 	2	2	2	0	6	<ul style="list-style-type: none"> Material should be collected and stored in provided storage at all times to avoid unnecessary accidents. 	<ul style="list-style-type: none"> Supervision. Constant reinforcement.
Placing off road signs	Moving in front of oncoming traffic	Serious injuries fatalities	10	4	10	4	28	Flag people to be position ahead of were workers will place the signs to warn on coming vehicles	Traffic safety officer Construction manager
Speeding traffic	Workers been struck by speeding vehicle	Serious injuries fatalities	10	4	10	4	28	Areas to be barricaded with NJ barriers to ensure workers is protected	Traffic safety officer Construction manager

NOTE:

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyze, manage, monitor and review in terms of the Health and Safety Plan and Risk Assessments.

This information is neither prescriptive nor exhaustive and is provided as a guideline to tenders in preparing their tender submissions and to the successful Contractor as a basis for the preparation of the Site Specific Risk Assessments, to be performed by the Contractor in terms of Construction Regulation 9.

Tenders shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the Baseline Risk Assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies of omissions contained therein.

This is a Baseline Risk Assessment and the responsibility remains with the Contractor to prepare project specific Risk Assessment as per Regulation 9.

C5.5 ENVIRONMENTAL MANAGEMENT PLAN (EMP)

C ENVIRONMENTAL MANAGEMENT PLAN FOR THE CONSTRUCTION PHASE

C1 CONSTRUCTION PHASE MANAGEMENT PROGRAMME

The management criteria, objectives and actions are organized in this document according to generic groups of activities that are similar in nature. In reality, some of these may vary with different activities and environmental aspects.

C1.1 Site Establishment and Method Statements

The Engineers Representative and Contractor shall discuss, and plan the site layout and establishment in detail, including the production of a sketch plan showing the construction site layout designed to avoid the impacts discussed further on. This plan must be approved by the Engineers Representative prior to construction commencing. Thereafter, the Contractor shall provide all method statements detailing the construction programme, methods and associated plant. These details must be approved before construction commences. Any changes to a proposed method that could have significant environmental consequences shall be agreed upon with the Engineers Representative first, before proceeding with the change.

The boundaries of each individual active construction areas are to be determined and pegged at the initial site meeting. Since portions of construction will occur in a populated rural area, it is important to ensure that the active construction areas are fenced/barrier taped to prevent unauthorized access to the construction site. Local residents must be informed of the proposed development and the potential dangers associated with the construction i.e. open excavations, wet cement, construction materials. Similarly, construction personnel are to be informed that encroachments into surrounding lands will carry severe penalties.

C1.2 Transport of Materials, Equipment and Staff to Site

This section of the EMP covers the issues associated with the transport of construction material, equipment and staff to and from the site. The aim of this component of the EMP is to ensure that the transport activities associated with the project do not impact significantly on the environment and the surrounding residents.

- Access to the construction sites will be via existing roads. The contractor will monitor the condition of the road in the vicinity of the construction areas and should the road be damaged due to construction activities, the road will be repaired within two days of detection/complaint/notification.
- Equipment lay-down areas and material storage areas must be discussed and agreed to with the neighbouring landowners and specified in the Site Establishment Plan for each individual construction site.
- Lay-down and material storage areas must be located away from the banks of rivers to avoid any contaminated stormwater runoff from entering the rivers. In addition, stormwater diversion berms or cut-off trenches must be constructed around the lay down areas.
- All potentially hazardous materials i.e. fuels, oils and chemicals, will be stored in an acceptable manner. In addition, all hazardous material storage areas will be bunded, with a minimum of sandbags.
- In the event of a spill of construction material, either hazardous or non-hazardous, the material must be contained in an area as small as possible. The spill material must then be removed and disposed of in a legally acceptable manner. In the event of hazardous material spillage and cleanup, a safe disposal certificate will be required. In the event of a spill the Engineer must be notified immediately.
- Drivers will reduce speed and exercise caution due to pedestrians and other road users, especially in the vicinity of the construction site.

- The majority of the construction will take place adjacent to existing roads and, as such are utilized on a regular basis, throughout the day and night, by local residents. The contractor must ensure that the roads adjacent to construction areas are kept clear at all times and not blocked by construction vehicles or equipment. Should a road closure be required during the contract this must be discussed with the Department of Transport and the local community.

C1.3 Excavation and Storage

This section of the EMP deals with the earthworks to be undertaken during the construction period. The aim of this component of the EMP is to ensure that the area of impact due to construction is minimized and all material excavated during construction is stockpiled in an appropriate manner.

- The area of disturbance for the laying of pipes should be limited to 3m. Where possible woody vegetation must be trimmed back instead of removed and the pipelines must be diverted around large trees. The area of disturbance for construction of the reservoir is to be limited to the minimum extent necessary.
- Material excavated must be stockpiled in designated storage areas as specified in the Site Establishment Plan. Material excavated for the laying of the pipelines must be stockpiled in the following manner.
 - The topsoil (top 30mm of the soil) must be excavated and stockpiled separately
 - The subsoil excavated and stockpiled adjacent to the trench.
- The stockpiles must be positioned away from the banks of rivers and streams to prevent soil-laden run-off from draining directly into the watercourses. Long-term stockpiles must be stabilized to at least a 1:4 slope that are not longer than 20m.
- Any blasting or jackhammer operation will be limited to times when air movement is minimal and site operating hours (at present no blasting is anticipated, however it may be necessary in areas with rocky substrates).
- The flow of water in any river must not be stopped during construction. Any activity requiring a temporary stoppage in the flow of water must be discussed in detail at the preliminary site meeting and a detailed method statement provided. Under normal construction conditions the water must be diverted around the construction site.
- Material that is excavated may either be used in final site rehabilitation or must be disposed at a suitable spoil area. The Contractor, in consultation with the Site Engineer, will identify a suitable spoil area.

C1.4 Construction

This section of the EMP deals with the construction and associated activities on the site. The aim of this component of the EMP to manage all possible impacts that may arise during the construction of the trash trap.

- All activities for construction e.g. concrete production will be located away from riverbanks with cut-off trenches or stormwater diversion berms constructed to ensure that any contaminated run-off does not drain directly into rivers.
- Water required for construction activities may be obtained from the river, however no water for domestic use may be abstracted from the river due to the risk of cholera in the area.
- All waste i.e. construction and general, generated by activities on the site will be disposed of in a waste disposal area to be designated in the Site Establishment Plan. The area is to be equipped with suitable containers i.e. skips or bins, of sufficient capacity. The contents of the skips/bins will be disposed of at a permitted waste disposal facility when they have reached capacity.
- No fires will be allowed on site. All cooking undertaken on the site must be done on gas equipment.

- The Contractor will provide temporary ablution facilities i.e. chemical toilets, for construction workers for the duration of the contract. These toilets must be located away from the river. Workers must be warned that severe penalties will be imposed if they do not utilize the facilities provided.
- The construction site is to be kept neat and tidy i.e. good housekeeping practices to be implemented.

C1.5 Site Rehabilitation and Re-vegetation

This section of the EMP deals with the site rehabilitation and re-vegetation after construction is complete.

- On completion of construction, all unused material and waste must be removed from the site.
- All erosion protection and prevention measures must be implemented as per the design requirements.
- All excavated material not utilized during the rehabilitation process must be disposed of at an appropriate spoil site.
- Disturbed area where construction or related activities have occurred will be re-vegetated, where appropriate. These will be ripped and scarified before rehabilitation commences. The following grassing specification must be used during the re-vegetation of the site:
 - fertilizer - Standard 2:3:3 (N:P:K) fertilizer shall be used on the site
 - - Rate of Application - 200kg/hectare
 - grass seed mix - Eragrostis tef (Teff) (5kg/ha)
 - - Eragrostis curvula (Weeping lovegrass) (10kg/ha)
 - - Chloris gayana (Rhodes grass) (10kg/ha)
 - - Digitaria eriantha (Smuts fingergrass) (5kg/ha)
 - irrigation - 25mm of irrigation per day until 60% ground cover achieved
- The seeding method recommended for re-vegetation is hand broadcasting, due to the small area to be re-vegetated. No trees or shrubs will be replaced during the re-vegetation process.
- All alien invasive plant species in the vicinity of the site must be removed prior to reinstatement and re-vegetation of the site. This will assist in the establishment of the new vegetation.
- The progress of the re-vegetation must be monitored on a regular (monthly) basis until at least 85% cover is achieved with no areas in excess of 0.04m² remaining un-vegetated.

C1.6 Working Hours

Portions of the construction site is located within populated rural areas, therefore all activities in the areas will be limited to between 07h00 and 17h00 during weekdays.

Any work to be undertaken on weekends will be subject to the standard conditions a laid down in the contract document. These working hours will be strictly enforced and no loitering of Contractor's staff will be allowed after hours, except any security personnel appointed by the Contractor.

Due to the remote location of the site accommodation may be provided. The method for the hiring of labour, if required, will be confirmed during the facilitation process.

C1.7 Complaints

A procedure for lodging of complaints must be established and this must be communicated to the surrounding residents.

- *Within 24 hours* the Contractor will report to the Project Manager the occurrence or detection of any incident at the site, or incidental to the operation of the site which has the potential to cause, or has caused water pollution of the environment, health risks or nuisance conditions or which is a contravention of the authorization conditions.

- *Within 7 working days* (or a shorter period of time) from the occurrence or detection of any incident, an action plan will be submitted, with a detailed time schedule giving measures taken to:
 - Correct the impacts of the incident;
 - Prevent the incident from causing any further impacts; and
 - Prevent a recurrence of a similar incident.

An incident report and complaints register is to be kept and made available to the site engineer.

C1.8 Compliance with Environmental Specification

The contractor is deemed not to have complied with the Environmental Specifications if:

- Within the boundaries of the site, site extensions and access roads there is evidence of contravention of clauses;
- Environmental damage occurs due to negligence;
- The contractor fails to comply with corrective or other instructions issued by the Project Manager or Clerk of Works within a specified time period;
- The contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident. Unless otherwise stated in the project specification, the penalties imposed per incident or violation will be as follows:

Incident/ Violation Penalty

Unauthorized removal / clearing of vegetation	R10 000
Failure to keep soil types separate during excavation and backfilling	R 500
Failure to stockpile material correctly	R 1 000
Pollution of water bodies	R 1 000
Failure to control stormwater runoff	R 1 500
Failure to provide adequate sanitation	R 3 000
Failure to provide adequate waste disposal, facilities and services	R 5 000
Failure to keep site clean from solid waste and litter	R 1 000
Failure to reinstate disrupted areas within specified time period	R 3 000
Failure to rehabilitate areas within 3 months of completion	R 5 000
Failure to comply with dust prevention requirements	R 500
Failure to comply with noise, light or air pollution requirements	R 1 000
Spillage of hazardous substances	R 1 000
Any other contravention of the environmental specification	R 1 000

C5.6 PROCUREMENT

E1 PREFERENTIAL PROCUREMENT PROCEDURES AND REQUIREMENTS

The system of measurement of preferential procurement points shall be as defined in the Section T1.3: Tender Data.

E2 USE OF LOCAL LABOUR

It is a requirement of the Employer that the maximum possible use is made of local labour in terms of the Expanded Public Works Programme (EPWP).

For the purpose of this Contract, the following definitions shall apply in respect of quantification and remuneration of temporary labour employment on Labour Intensive Construction (LIC) work:-

- Task : a quantified activity
- Day : a working day comprising 9,25 ordinary working hours in a week comprising a maximum of 46 ordinary working hours. Refer wage order for civil engineering industry (Labour Relations Act)
- Daily Task : a task that is required to be completed within a given day
- Task Work : work paid for by the completed task or job
- Task Rate : the remuneration for a completed task is the gazetted labour rate for the construction industry
- Daily Rate : the remuneration of a day's work, regardless of output / production
- Daily Wage : is the gazetted labour rate for the construction industry
- Labour Intensive Construction (LIC) of Project : construction work executed with as great a proportion of labour as is technically feasible to produce the standard construction specified, and also referred to in the Specification by the use of the acronym 'LIC'
- Labour Based Construction : (for the purpose of this Contract) shall have the same meaning as "labour intensive construction")

The Contractor is therefore required to limit the use of non-local labour to key personnel only and to employ only local labour on this Contract.

The Contractor shall fill in the relevant forms regarding "Key Personnel" and state how many non-local key personnel he intends to employ in the various categories.

The numbers stated in the "Key Personnel" forms shall be strictly controlled during the Contract Period and any increase in numbers shall be subject to the approval of the Engineer."