

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 98/23 UPGRADE OF BERGZICHT TAXI RANK, STELLENBOSCH PHASE 1

TENDER NUMBER: **B/SM 98/23**
DESCRIPTION: **UPGRADE OF BERGZICHT TAXI RANK, STELLENBOSCH PHASE 1**
CLOSING DATE: **16 October 2023**
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.**

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: 5 GB or higher.**

INFORMATION:

Tender Specifications: Philip Grobelaar at (021) 469 9100; e-mail: pgrobbelaar@gibb.co.za

SCM Requirements: Jeanette Williams (021) 808 8524; email: Jeanette.Williams@stellenbosch.gov.za

Office hours for collection: **08h00-15h30**

A Compulsory Clarification Meeting will be held on **27 September 2023 at 10h00 at the Bergzicht Taxi Rank site in Stellenbosch.**

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with: **“B/SM 98/23 UPGRADE OF BERGZICHT TAXI RANK, STELLENBOSCH PHASE 1”**, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452

The preferential points system applied is as follows: 80/20 in terms of the approved policy.

Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE	100

The following conditions of Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the
 - a. Joint Building Contracts Committee (JBCC) Edition 6.1 March 2014
 - b. Standard Conditions of Tender (refer Form 6)
 - c. General Conditions of Contract (refer Form 8)
 - d. General Conditions of Tender (refer Form 9)
 - e. Special Conditions for Contract (refer Form 10).
 - f. Minimum CIDB grading of 5 in the category GB. Tenderers with a Potentially Emerging (PE) status, i.e. 4PE, will not be considered for this project.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central Supplier Database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

*Tender documents are available, in English, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town-House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 1729.00 per document.***

Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U UIT OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM 98/23: OPGRADERING VAN DIE BERGZICHT VERVOER FASILITEIT, STELLENBOSCH FASE 1

TENDER NOMMER: **B/SM 98/23**
BESKRYWING: **OPGRADERING VAN DIE BERGZICHT VERVOER FASILITEIT, STELLENBOSCH FASE 1**
SLUITINGSdatum: **16 Oktober 2023**
TYD VAN SLUITING: **12h00**. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal. .

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakgradering** van ten minste **5GB of hoër** hê.

NAVRAE:

Tender spesifikasies: Philip Grobelaar by (021) 469 9100: **e-pos:** pgrobelaar@gibb.co.za
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Kantoor Ure: **08h00-15h30**

'n **Verpligte inligtingsessie** sal gehou word op **27 September om 10:00 by** die Bergzicht-taxistaanplek in Stellenbosch. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word om te tender.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: **"B/SM B/SM 98/23: OPGRADERING VAN DIE BERGZICHT VERVOER FASILITEIT, STELLENBOSCH FASE 1"** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurverkrygingsbeleid **effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	20
Totale punte vir prys en B-BSEB	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

- Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes
 - Joint Bulding JBCC Principal Building Agreement Ed 6.1 (March 2014)
 - Standaard Voorwaardes van Tender (verwys Vorm 6)
 - Algemene kontrakvoorwaardes (verwys Vorm 8)
 - Algemene Tendervoorwaardes (verwys Vorm 9)
 - Spesiale voorwaardes vir kontrak (verwys Vorm 10).
 - Minimum CIDB-gradering van 5 in die kategorie GB. Tendersaars met 'n potensieel ontluikende (PE) status, dit wil sê 4PE, sal nie vir hierdie projek oorweeg word nie.
- Toepaslike terme van verwysing
- Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
- Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.

5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R 1729.00 per dokument**.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 98/23
UPGRADE OF BERGZICHT TAXI RANK, STELLENBOSCH PHASE 1
PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 80):	
COMPLETION PERIOD IN WORKING DAYS:	
BBBEE LEVEL	

DATE: September 2023

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Mr. Philip Grobbelaar
Project Leader (GIBB)
Tel. Number: **(021) 469 9100**



1. TENDER NOTICE & INVITATION TO TENDER

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A Compulsory Clarification Meeting will be held on **18 September 2023 at 10h00 at the Bergzicht Taxi Rank site in Stellenbosch.**

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MUNICIPAL MANAGER



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Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

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 - d. Algemene Tendervoorwaardes (verwys Vorm 9)
 - e. Spesiale voorwaardes vir kontrak (verwys Vorm 10).
 - f. Minimum CIDB-gradering van 5 in die kategorie GB. Tenderaars met 'n potensieel ontluikende (PE)



status, dit wil sê 4PE, sal nie vir hierdie projek oorweeg word nie.

2. Toepaslike terme van verwysing
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:	B/SM 98/23	CLOSING DATE:	09 October 2023	CLOSING TIME: 12:00
DESCRIPTION	UPGRADE OF BERGZICHT TAXI RANK, STELLENBOSCH PHASE 1			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER			6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE (SCM)		CONTACT PERSON	Philip Grobbelaar
CONTACT PERSON	Jeanette Williams		TELEPHONE NUMBER	021 4699100
TELEPHONE NUMBER	0218088524		FACSIMILE NUMBER	
FACSIMILE NUMBER			E-MAIL ADDRESS	pgrobbelaar@gibb.co.za
E-MAIL ADDRESS	Jeanette.Williams@stellenbosch.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 STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 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:

.....



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PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS WILL BE THE BASIS FOR AWARDED POINTS FOR LOCALITY) Locality N/A for this tender	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	



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3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

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

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. ____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, 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.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		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.



6. STANDARD CONDITIONS OF TENDER (CIDB)

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 of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to 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;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
 - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
 - f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, considering quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 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.

F1.5.2 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 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

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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



F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

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) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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. 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 will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 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 receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- 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 a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

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 prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if consequently:

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

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 that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who 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 B-BBEE 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 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 B-BBEE 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

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

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

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

- 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

F.3.9.1 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 the arithmetical error 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

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

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
- 3) Add the points scored for price and preference

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 received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

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

The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable tender or offer.

- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
 - (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (ii) Promotion of enterprises located in the municipal area (WCO24)



- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- A tenderer must submit proof of its BBEE status level contributor.
 - A tenderer failing to submit proof of BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 3) Regarding par 1(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

- 4) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if appropriate:
- 5) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):



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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable bid.

- 6) (i) (a) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are:
- (ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (iii) Promotion of enterprises located in the municipal area (WCO24)
- 7) Regarding par 6(a)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- A tenderer must submit proof of its BBBEE status level contributor.
 - A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 8) Regarding par 6(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.



Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

5) (d) The points scored by tender in respect of B-BBEE contribution must be added to the points scored for price as calculated

5) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

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

Where:

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

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

A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{P - P_m}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{P - P_m}{P_m}\right)$	$A = P_m / P$
	^a P_m = is the comparative offer of the most favourable comparative offer. P = is the comparative offer of the tender offer under consideration.		

F.3.11.8 Scoring preferences

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



F.3.11.9 Scoring functionality

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

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

$$N_Q = W_2 \times S_O / M_S$$

Where:

S_O = the score for quality allocated to the submission under consideration;

M_S = the maximum possible score for quality in respect of a submission; and

W_2 = 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 participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 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,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 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, and
- 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.

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.

F3.19 Transparency in the procurement process

- F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB I-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.



7. JOINT BUILDING CONTRACTS COMMITTEE – GOVERNMENT PROCUREMENT (if applicable)

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "JBCC" means the Joint Building Contracts Committee.
- 1.16. "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.21. "Project site" where applicable, means the place indicated in bidding documents.
 - 1.22. "Purchaser" means the organization purchasing the goods.
 - 1.23. "Republic" means the Republic of South Africa.
 - 1.24. "SCC" means the Special Conditions of Contract.
 - 1.25. "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
 - 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
 - 1.27. "Tort" means in breach of contract.
 - 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the complete product / service required by the contract.
 - 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in JBCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in JBCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.2. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.5. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of JBCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental

13.1. The supplier may be required to provide any or all the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts

14.1. As specified, the supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in their bid, with exception of any price adjustments authorized or in the purchaser's request for bid validity extension.

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided there is no escalation in price.



19. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under JBCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to JBCC Clause 22, unless an extension of time is agreed upon pursuant to JBCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

Subject to JBCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to JBCC Clause 23.

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to JBCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.



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- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of JBCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Joint Building Contracts Committee (Edition 6.2, 2018)



8. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

36. DEFINITIONS

The following terms shall be interpreted as indicated:

- 36.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 36.2. "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 36.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 36.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 36.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 36.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 36.7. "Day" means calendar day.
- 36.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 36.9. "Delivery ex stock" means immediate delivery directly from stock on hand.
- 36.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 36.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 36.12. "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 36.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 36.14. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 36.15. "GCC" means the General Conditions of Contract.
- 36.16. "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 36.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 36.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 36.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 36.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
 - 36.21. "Project site" where applicable, means the place indicated in bidding documents.
 - 36.22. "Purchaser" means the organization purchasing the goods.
 - 36.23. "Republic" means the Republic of South Africa.
 - 36.24. "SCC" means the Special Conditions of Contract.
 - 36.25. "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
 - 36.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
 - 36.27. "Tort" means in breach of contract.
 - 36.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full product / service required by the contract.
 - 36.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

37. Application

- 37.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 37.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 37.3. Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

38. General

- 38.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 38.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

39. Standards

- 39.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

40. Use of contract documents and information; inspection.

- 40.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 40.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 40.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if required by the purchaser.



40.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

41. Patent rights

41.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

41.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

42. Performance security

42.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

42.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

42.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

42.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

42.3.2. a cashier's or certified cheque

42.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

43. Inspections, tests and analyses

43.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

43.2. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

43.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

43.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

43.5. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



43.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at their own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

43.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

44. Packing

44.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit.

44.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

45. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

46. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

47. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified.

48. Incidental

48.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

48.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

48.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

48.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

48.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

48.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

48.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



49. Spare parts

49.1. As specified, the supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

49.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

49.1.2. in the event of termination of production of the spare parts:

49.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

49.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

50. Warranty

50.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of destination.

50.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

50.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

50.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

50.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

51. Payment

51.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

51.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

51.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.

51.4. Payment will be made in Rand unless otherwise stipulated.

52. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in their bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

53. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided there is no escalation in price.



54. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

55. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

56. Delays in the supplier's performance

56.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

56.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

56.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

56.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.

56.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

57. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

58. Termination for default

58.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

58.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

58.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

58.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

58.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.



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- 58.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 58.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 58.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 58.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 58.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 58.6.2. the date of commencement of the restriction
 - 58.6.3. the period of restriction; and
 - 58.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 58.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

59. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

60. Force Majeure

- 60.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 60.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



61. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

62. Settlement of Disputes

62.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

62.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

62.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

62.4. Notwithstanding any reference to mediation and/or court proceedings herein,

62.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

62.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

63. Limitation of liability

63.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

63.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

63.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

64. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

65. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

66. Notices

66.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

66.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

67. Taxes and duties

67.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

67.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



67.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

67.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

68. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

69. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

70. Prohibition of restrictive practices.

70.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

70.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

70.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



9. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.**
 - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 **Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.**
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
 - 6.1 An agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete whichever is not applicable)

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

Where a tender runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities:

Inclusion in contract with consultants

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

11 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



10. SPECIAL CONDITIONS OF CONTRACT (If applicable)

Settlement of Disputes:

Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

If the parties cannot reach an agreement, the Mediator must refer the matter to Arbitration.

Arbitration

Arbitrator will be appointed by mutual agreement as per the provisions of the Arbitration Act of 1965 as amended, nominated from the Association of Arbitrators (Southern Africa).

The Arbitrator must be a legal practitioner with more than 10 years legal experience. Must have a good knowledge of the Municipal Finance Management Act and other relevant Municipal Legislation and may in addition be qualified in respect of the main nature of the Contract (Engineer, Quantity Surveyor, Accountant, etc.).

The Arbitrator shall hear arguments both in writing and oral representations and parties shall have the right to contend the position of the other party and shall have the right to defend its own position.

The ruling of the Arbitrator shall be executed, but the matter may thereafter be defended in court if parties still do not agree.



11. MBD 4 – DECLARATION OF INTEREST

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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative										
3.2.	Identity Number										
3.3.	Position occupied in the Company (director, shareholder ² etc.)										
3.4.	Company Registration Number										
3.5.	Tax Reference Number										
3.6.	VAT Registration Number										

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				

3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

¹ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- e. an executive 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.	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	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal 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	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB: a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S) b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

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

12. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and Preferences must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed. N/A

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) Promotion of enterprises located in the municipal area (WCO24) .(N/A)

5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

- 5.6 A tenderer failing to submit proof of BBBEE status level of contributor –
- 5.6.1 may only score in terms of the 80/90-point formula for price; and
- 5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	N/A	N/A
Outside of the boundaries of the municipality	0	0

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)
- 7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(N/A)**

YES		NO	
-----	--	----	--

Address -

.....

.....

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement must be attached). **(N/A)**.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....

- iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

PLEASE COMPLETE IN FULL TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)

(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (Select one) of the following enterprise and am duly NB! authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”

<p>Definition of “Black Designated Groups”</p>	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
---	---



3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

NB!

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

Commissioner of Oaths

Signature & stamp

Date:



EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89



13. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(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).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



14. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ Collusive bidding is a *per 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

⁴ 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.



- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
 7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

⁵ 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.



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15. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s) and Municipal Accounts. If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

Signature	Position	Date



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16. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



17. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____/20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	

PART B – SPECIFICATIONS AND PRICING SCHEDULE



18. DOCUMENTATION / SPECIFICATIONS

The following documents form part of this tender:

VOLUME 1:

Consists of the following documents:

1. The Principal Building Agreement Edition 6.1, March 2014 as prepared by the Joint Building Contracts Committee Incorporated and
2. South African Bureau Of Standards Standardized Specifications for Civil Engineering Construction SANS 1200 (as amended)
3. Standardized SANS 1200 Specifications: Electrical Works.

The above-mentioned publication are available and tenderers must obtain copies at their own cost.

VOLUME 2: The Model Preambles for Trades 2008 as published by the Association of South African Quantity Surveyors

The tender documents issued by the Employer comprise:

VOLUME 3: The Contract Document (this document, which may also be obtained in electronic format), in which is bound:

VOLUME 4: Drawings on CD provide with this document (listed in C3.2, Engineering)

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

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

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

The Employer's agent is:

Name: **GIBB (Pty) Ltd**
 Address: 8th floor, The Link 19 DF Malan Street Cape Town, 8001
 Tel: 021 469 9110
 Fax: N/A
 Contact: Philip Grobbelaar
 Email: pgrobbelaar@gibb.co.za

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



19. PRE-QUALIFICATION SCORE SHEET

In addition to the requirements of Forms 23 and 24 hereafter, Tenderers shall list a minimum 3 similar successfully completed projects within the past 5 years, with respect to renovations to an existing building, excavating trenching for installation of civil services and ducting for electrical and electronic services, undertaking construction work within an operational commuter taxi area (ie illustrate their ability to accommodate pedestrian and vehicular traffic) for a contract value of R6 million or above.

Failure to list minimum 3 projects in the table below which satisfies the above-mentioned criteria, will result in the tender to be considered non-responsive:

SIMILAR SUCCESSFULLY COMPLETED PROJECTS			
No.	Brief Description	Date Completed / In Progress	Value
1.			
2.			
3.			



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All listed key personnel to have minimum 5 years **Relevant experience.
 Tenderers shall attach all relevant qualifications of listed proposed key personnel and provide proof of authenticity for said qualifications.

Failure to complete the table below may result in the tender being considered non-responsive.

EXPERIENCE OF KEY PERSONNEL				
Position	Name of Person	Qualification	**Relevant Experience	Qualifications and Proof Attached
		Type (*Degree/Diploma/None)	Years	Yes/No
Contract Manager				
Site Agent				
General Foreman				

**A degree is qualified as a 3 or 4 year degree in a relevant discipline at a registered university. A diploma is qualified as a 3 or 4 year National Diploma in a relevant discipline obtained from registered University or Technikon.*

***The experience must be specifically relevant to the scope of work as described in the C3.1 and the schedule of quantities.*

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



20. SCHEDULE OF PLANT AND EQUIPMENT

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

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



23. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

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

COMPLETED CONTRACTS					
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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24. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

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.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)		
CRS Number:		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



25. FORM OF OFFER AND ACCEPTANCE

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract in respect of the following works: **B/SM: 98/23**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

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

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	(Insert name and address of organisation)	Date
Signature of witness:		



2. ACCEPTANCE

- 2.1. 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.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. 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.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Stellenbosch Municipality, Plein Street, Stellenbosch	
Name of witness:		Date:
Signature of witness:		



26. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'									
Are you/is the firm a registered VAT Vendor	YES						NO			
If "YES", please provide VAT number										

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

Signature(s):		
Name(s):		
Capacity:		



27. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



28. TENDERERS BANKING DETAILS

Financial Statements

Notes to Tenderer:

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition F.3.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

Details of Company's Bank

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

The tenderer shall provide the following:

Registered Company Name	:
Name of Account Holder	:
Account Number	:
Bank Name	:
Branch Number	:
Bank Code Rating	:
Branch Manager Name	:
Bank and Branch Contact Details	:
	
	

Number of sheets appended by the Tenderer to this Schedule (if Nil, enter NIL)



29. RATES FOR DAYWORKS AND TRAVELLING

Item	Unit	Quantity	Rate	Amount
DAYWORKS				
LABOUR / PERSONNEL				
Provision of labour resources as follows:				
Unskilled labour	hrs	50		
Semi-skilled labour	hrs	50		
Skilled labour	hrs	20		
Surveyor	hrs	20		
Artisan (registered with the Industrial Council)	hrs	10		
PLANT / EQUIPMENT				
Operating cost for plant/equipment as follows:				
Compressor and three jackhammers (9cfm)	hrs	60		
Tipper truck 6 m ³ capacity	hrs	30		
Tipper truck 10 m ³ capacity	hrs	30		
Tractor-loader-backhoe (TLB – minimum 75 kW)	hrs	30		
Compactor (bowmag BW 70)	hrs	30		
11 ton vibratory roller	hrs	30		
MATERIALS				
Procurement of materials: All materials irrespective of type:	Sum	1		R40 000.00
Contractor's handling costs, profit, and all other charges in respect of obtaining material on site including transport thereof	%	R40,000.00		
TRANSPORT				
Vehicle to transport personnel:				
LDV (1 ton load capacity)	km	500		
Flatbed truck (10-ton load capacity)	km	500		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

PART C1: AGREEMENTS AND CONTRACT DATA



Part C1: Agreements and Contract Data

	Pages
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PART C1: CONTRACT DATA

C1.1 Schedule of Deviations



C1.1 Schedule of Deviations

Schedule of Deviations

1. Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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



For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organization/tenderer)

Name and signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

Stellenbosch Municipality

Plein Street
Stellenbosch

Name and signature of witness Date



Confirmation of Receipt

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

the(day)

of(month)

20 (year)

at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name



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PART C1: AGREEMENTS AND CONTRACT DATA

C1.2 CONTRACT DATA



C1.2 Contract Data

Part 1: Contract Data provided by the Employer

The Conditions of Contract are clauses 1 to 30 of the **JBCC® Principal Building Agreement (Edition 6.1 of March 2014)**, as prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140, 021 4626431), Master Builders Association (011-205-9000; 021-685-2625) South African Association of Consulting Engineers (011-463-2022) or South African Institute of Architects (011-486-0684; 021-424-7128)

The pro forma "Principal Building Agreement: Contract Data" as defined in clause 1 of the JBCC® Principal Building Agreement (Edition 6.1 of March 2014) prepared by the Joint Building Contracts Committee **shall** apply to this Contract and shall be replaced with the documentation reproduced into this tender document.

The JBCC® Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC® Principal Building Agreement to which it mainly applies.

The JBCC® Principal Building Agreement shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below.

The Contract Data and JBCC® Principal Building Agreement shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.



2. PRINCIPAL BUILDING AGREEMENT Contract Data

A TENDER INFORMATION

A1 Project name

Error! Reference source not found.

A2 Works description

The upgrading and refurbishment of the exiting taxi rank facility.

A3 Site description

Erf No / Township	Remainder Erf 235, Stellenbosch
Local authority	Stellenbosch Municipality
Street address	Adjacent to Bird Street and Merriman Avenue

A4 **Employer**

Name

Business

Business registration number VAT /GST

Contact Person Tel no

Email

Registered street address

Postal address Code

Telephone Fax

A5 **Principal Agent**

Name

Practice registration number VAT /GST

Contact Person Tel no

Email

Registered street address

Postal address Code

Telephone Fax



A6 Architect

Name	Jakupa Architects and Urban Designers		
Practice registration number	2011/146132/07	VAT /GST	4520222268
Contact Person	Gabs Pather	Tel no	021 462 1824
Email	gabs@jakupa.co.za		
Registered street address	99 Buitenkant Street, Gardens, Cape Town 8001		
Postal address	Same as above	Code	
Telephone	021 462 1824	Fax	021 462 1629

A7 Quantity Surveyor

Name	Talani Quantity Surveyors (Pty) Ltd		
Practice registration number	2001/002854/07	VAT /GST	4420193957
Contact Person	Stuart Cumming	Tel no	021 424 7742
Email	scumming@talani.co.za		
Registered street address	31 Allen Drive, Loevenstein, Bellville, 7530		
Postal address	PO Box 6003, ROGGEBAAL	Code	8012
Telephone	021 424 7712	Fax	021 424 6584

A8 Mechanical and Electrical Engineer

Name	GIBB (Pty) Ltd		
Practice registration number	1992/007139/07	VAT /GST	4080139019
Contact Person	Dennis Forster	Tel no	021 469 9163
Email	dforster@gibb.co.za		
Registered street address	8 th Floor, The Link, 19 DF Malan Street, Cape Town		
Postal address	PO Box 3965, Cape Town	Code	8000
Telephone	021 469 9163	Fax	-



A9 Civil Engineer

Name	GIBB (Pty) Ltd		
Practice registration number	1992/007139/07	VAT /GST	4080139019
Contact Person	Adrian MacKay	Tel no	021 469 9100
Email	amackay@gibb.co.za		
Registered street address	8 th Floor, The Link, 19 DF Malan Street, Cape Town		
Postal address	PO Box 3965, Cape Town	Code	8000
Telephone	021 462 9100	Fax	-

A10 Structural Engineer

Name	GIBB (Pty) Ltd		
Practice registration number	1992/007139/07	VAT /GST	4080139019
Contact Person	Deon van Wieringen	Tel no	021 469 9100
Email	deonvw@gibb.co.za		
Registered street address	8 th Floor, The Link, 19 DF Malan Street, Cape Town		
Postal address	PO Box 3965, Cape Town	Code	8000
Telephone	021 462 9100	Fax	-

A11 Health and Safety Consultant

Name	Eppen-Burger & Associates CC		
Practice registration number	2004/026588/23	VAT /GST	TBC
Contact Person	Marius Eppenburger	Tel no	021 914 1189
Email	marius@eppen-burger.co.za		
Registered street address	28 Bloemhof Road, Oakdale, Bellville, 7530		
Postal address	N/A	Code	N/A
Telephone	021 914 1189	Fax	N/A



B CONTRACT DATA

Clause references apply to the JBCC Principal Building Agreement Edition 6.1 (PSA) published March 2014.

2.0 Law, regulations and notices

2.1/25.15 **Law** of the country applicable to the project Republic of South Africa

5.0 Contract documents

5.5 Number of copies of documents issued to **contractor** 1

Priced document

Lump sum priced document, or
Priced **bills of quantities** (BoQ)
System of measurement

yes / no?	No
yes / no?	Yes
Standard System for Measurement of Building Work in South Africa Seven Edition, and SANS 1200	

Contract documents comprising...

Description	Marked	Notes
Agreements and Contract Data	C1	
Contract Drawings	See below	
Priced Document	C2	

Contract drawings – See part C3

6.0 Employer's agents

6.3	Description of interests of agents in the project other than professional services, if applicable	NO
-----	--	----

7.0 Design Responsibility

7.1	Description of elements of the works for which the contractor is responsible	1. Glazed aluminium windows & doors 2. Temporary Works (i.e. hoarding, formwork and shoring)
7.2	Description of elements of the works for which subcontractors are responsible	Refer to list of Subcontract Amounts



10.0 Insurances

By the **contractor** in the joint names of the **parties**,
yes/no?

YES

Currency Insured amount

Contract Works Insurance (CWI) (**including materials and goods**, temporary works)

Allowance for professional fees and escalation of the insured value at 25% pa, or %?

Free issue materials at new replacement value, added to CWI, where applicable

Employer owned surrounding property (care, custody, control or worked on)

Public Liability Insurance (unlimited for the period)

Supplementary Insurance (incl. CWI extensions)

Removal of Lateral Support Insurance

Other: See 10.1.5 to 10.1.8 of Contract Data

Policy deductibles

ZAR	Contract Sum + 40%
%	Professional fees at 25% of the insured value
ZAR	N/A
ZAR	N/A
ZAR	R30 million
ZAR	N/A
ZAR	N/A
ZAR	To be determined by Contractor
ZAR	To be determined by Contractor

Policy deductibles

- **Works / free issue**

contractor

Currency Amount

- **Employer** owned surrounding properties

contractor

- Public Liability

contractor

- Supplementary Insurance

contractor

- Removal of Lateral Support

contractor

- Other: N/A

contractor

ZAR	R10,000.00
ZAR	N/A
ZAR	R10,000.00
ZAR	N/A
ZAR	N/A
ZAR	N/A



11.0 Security

11.1.1-5	The contractor shall provide a Guarantee for Construction to the employer >D11.2-3	yes / no?	YES
11.1.3	Fixed Guarantee for Construction % of contract sum	%	5%

12.0 Duties of the parties = employer = site

9.2.7	Alterations & additions to existing premises	Yes
12.1.2	Premises occupied	Yes
12.1.3	Relevant natural features to be retained / relocated / removed	Not applicable
12.1.43	Areas the contractor may not occupy?	Nil



12.1.5	Utilities connections - location	Water: Provided by contractor Electricity: Provided by contractor Tele-communications: Provided by contractor Ablutions: Provided by contractor
12.1.6	Statutory, other notices and documents to be submitted / complied with by the contractor before possession of the site can be given	- Proof of Registration / Good Standing with Building Industries Bargaining Council (BIBC) - Proof of good standing / compliance with requirements of the Compensation for Occupational Injuries and Diseases Act - Signed Health and Safety Agreement
12.1.7.	Possession of the site	Within 5 working days after receipt of all required documentation
12.1.12	Description of free issue by employer (Attach separate page for multiple items)	N/A

14.0 Nominated Subcontractors

14.1.4	Specialisation	
14.1.4	Specialisation	
14.1.4	Specialisation	
14.1.4	Specialisation	
14.1.4	Specialisation	

16.0 Direct Subcontractors

16.1	Specialisation	
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19/20/24 Practical completion / penalty for late completion

		Inspection = working days	Date for Practical completion	Penalty Currency	Penalty amount per calendar day
19/20/24	Practical completion of the works as a whole	Not applicable	Not applicable	Not applicable	Not applicable
19/20/24	Practical completion of the Works refer C3.1 section 3.1.2 Overview of the Works	To be agreed with successful contractor	Within Estimated Construction period of 6 months.	ZAR	R10,000.00

19 Practical completion

19.1.1 Items that do not have to be complete to achieve **practical completion**

NONE

19.1.1 Criteria to achieve **practical completion** (the BoQ may contain a more detailed description)

Completion of works as stated on the drawings, schedules, specifications and bills of quantities to a standard and/or quality to the approval by the Principal

25.0 Payment

25.0	Currency	ZAR
25.2	Issue of regular payment certificates on	date@month 25th
25.3.4/ 26.9.5	Contract price adjustment provisions	NO Not Applicable N/A

NOTE: If insufficient space, please see annexure: -

25.10.1	Payment Reduction up to date of practical completion	%	5%
25.10.2	Payment Reduction after date of practical completion	%	2.5%
25.10.3	Payment Reduction after date of final completion	%	0%

30.0 Dispute resolution

30.6.1	Alternative Dispute Resolution nominating body	Association of Arbitrators South Africa
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D CHANGES MADE TO JBCC DOCUMENTATION

The pro forma “JBCC Principal Agreement: Contract Data” as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma “Guarantee for Construction” and “Guarantee for Advanced Payment” as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

PRINCIPAL BUILDING AGREEMENT

The sub-clauses listed below replaces in full the corresponding sub-clauses as contained in the conditions of contract:

DEFINITIONS

1.0 DEFINITIONS and INTERPRETATION

1.1 Definitions

AGREEMENT: The JBCC Principal Building Agreement (by reference), the completed **contract data**, Part C1.1 Form of Offer and Acceptance and other **contract documents** that together forms the contract between the **parties**.

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD] and the Pricing Assumptions contained in the Pricing Data.

CONSTRUCTION PERIOD: The period commencing on the date on which the possession of the **site** was handed over to the **contractor** as recorded on the site possession certificate and ending on the **date for practical completion** and excluding all statutory holidays and those annual building holiday periods as stated in the **contract data**.

CONTRACT DOCUMENTS: The **Agreement**, the **contract drawings**, the **priced document**, and other identified documents [CD]

DATE FOR PRACTICAL COMPLETION: The contractual completion date or dates based on the **construction period** as stated in the **contract data** or revision thereof on or before which the **contractor** agrees to bring the **works** or **sections** thereof to **practical completion**.

DATE OF PRACTICAL COMPLETION: The actual or deemed date or dates on which the **contractor** achieves **practical completion**.

GUARANTEE FOR CONSTRUCTION: A security at call obtained by the **contractor** from a financial institution approved by the **employer**, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.3: Form of Guarantee for Construction, and that replaces the term JBCC® Guarantee for Construction wherever it occurs in the Agreement

1.2 Interpretation

1.2.6 The **agreement** is the entire contract between the **parties** regarding the matters addressed in the **agreement**. No representations, terms, conditions or warranties not contained in the **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating the **agreement** including this clause shall be effective unless reduced



2.0 LAW, REGULATIONS AND NOTICES

- 2.1 The **contractor** shall comply with the **law**, obtain permits, licences and approvals required and pay related charges for the execution of the **works**. The **employer** shall comply with the **law** obtain permits, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor**. [26.4.1][CD]

Where the **contract sum** exceeds one hundred and thirty million Rand (R130 000 000), the **employer** shall, in compliance with Regulation 3 of the Construction Regulations, read together with the exemptions published in Government Notice dated 7 July 2015, apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work. The **employer** will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of Labour requires to issue the permit will run concurrently with the appeal period.

- 2.5.4 Sent by telefax – within one (1) **working day** after transmission

5.0 CONTRACT DOCUMENTS

- 5.1 The **parties** shall sign the original **contract documents** and shall each be issued with a copy thereof. The original signed **contract documents** shall be held by the **employer**.
- 5.3 The **principal agent** shall decide, and advise the **contractor**, which parts of the **priced document** maybe be used as a specification of **materials and goods** or methods, if any.

6.0 EMPLOYER'S AGENTS

- 6.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of the **agreement** subject to the limitations detailed in clauses 17 and 26. The **principal agent** has no authority to amend the **agreement**.

7.0 DESIGN RESPONSIBILITY

- 7.1 The **contractor** shall not be responsible for the design of the **works** other than what is identified in the **contract data** and the **contractor's** and **subcontractors'** temporary works. The **contractor** shall not be responsible for the coordination of design elements other than what is identified in the **contract data** and the **contractor's** and **subcontractors'** temporary works.

9.0 INDEMNITIES

- 9.2.7 No clause

10.0 INSURANCES

- 10.1.5 Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- 10.1.6 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 10.1.7 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- 10.1.8 Where the **agreement** 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.



- 10.2** Where **practical completion** in **sections** is required [20.0] or the **works** is for alterations or renovations to an existing building(s) the effecting of contract works insurance [10.1.1-4] shall be the responsibility of the **contractor**.
- 10.3** The **party** responsible [10.1] for effecting such insurances [10.1.1-4 and/or 10.2] shall make available to the other party, before commencement of the **construction period**. A copy of the insurance policies shall be provided to the other **party** within thirty (30) **calendar days** of the commencement of the **construction period**. Approval by the other **party** shall be deemed unless a reasonable objection is lodged within fourteen (14) **calendar days** of receipt of such policies. Where required, the **party** responsible shall provide evidence of renewal to the other **party** before the expiry of the current period of insurance.
- 10.8** No clause
- 11.0 SECURITY**
- 11.1.1** Provide a **Guarantee for Construction** to the **employer** within fourteen (14) **days** of acceptance of the **contractor's** tender.
- 11.1.2** No clause
- 11.1.3** The **Guarantee for Construction** (fixed) shall be set at the percentage of the **contract sum** [CD] as stated in the **contract data**. The **contractor** shall keep such **security** valid and enforceable until the only or last **certificate of practical completion** has been issued.
- 11.3.1** No clause
- 11.4** No clause
- 11.5** No clause
- 11.10** The **contractor** shall waive his lien within 7 (7) **calendar days** of the commencement of the **contract period**. The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are always kept free of all liens and other encumbrances [11.10]
- 12.0 DUTIES OF THE PARTIES**
- 12.1.1** No clause
- 12.1.6** List statutory, other **notices** or documents the **contractor** must submit and/or comply with before possession of the **site** can be given.
- 12.1.8** No clause
- 12.2.1.** The **contractor** shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the **site**. The **contractor** shall also provide at his own cost any additional facilities outside the **site** required by him for the purposes of the **works**.
- 12.2.2** Submit the **priced document** as part of the tender submission with items priced to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**. Value Added Tax (VAT) is to be separately stated on the summary page of these **bills of quantities**.



16.0 DIRECT CONTRACTORS

- 16.1.3 Be entitled to claim expense and/or loss caused by **direct contractors** [26.5]
- 16.1.4 Provide an area for site establishment, allow the use of personnel welfare facilities, provide water, lighting and electrical power to a position within 50m of where the direct contract work is to be carried out and allow use of erected scaffolding and hoisting equipment while it remains erected.

17.0 CONTRACT INSTRUCTIONS

- 17.1 The **principal agent** may issue **contract instructions** to the **contractor**, provided that the cumulative effect of all instructions does not exceed the **contract sum** inclusive of any amendments thereof that have been approved by the **employer**, regarding:

- 17.1.21 Position, standard, content and permission for erection of notice boards [12.2.18]

20.0 SECTIONAL COMPLETION

- 20.2.2 A **certificate of final completion** incorporating the last **section** [21.6.2]

21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

- 21.1 The defects liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end at midnight (00:00) ninety (90) **calendar days** from the date of **practical completion** [CD] or when work on the **list for completion** has been satisfactorily completed [19.3.4], whichever is the later
- 21.9 Where the **principal agent** has not issued the **list for final completion** or the updated list within five (5) **working days** after the inspection period, [21.6.1; 21.7.2] the **contractor** shall give **notice** to the **employer** and the **principal agent** forthwith. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **final completion** shall be deemed to have been achieved on the date of expiry of the **notice** and the **principal agent** shall issue the **certificate of final completion** forthwith.

23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

- 23.6.2 The cause and effect of the delay on the current date for **practical completion** to the extent that the delay [29.1-3] exceeds concurrent delays caused by or at the risk of the **contractor**, where appropriate, illustrated by a change to the critical path of the current **programme**

25.0 PAYMENT

- 25.3.2 A fair estimate of the value of **materials and goods** and the inclusion of **materials and goods stored** shall only be considered upon the provision, by the contractor, of an approved security [11.1.4]
- 25.7 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** within thirty (30) calendar days of the date for issue of the **payment certificate** [CD] including default and/or compensatory interest. Payment shall be subject to the **contractor** giving the **employer** a tax invoice and a monthly statement for the amount due. The Contractor may submit a fully motivated application regarding more frequent payment to the Principal Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.
- 25.10 For the purpose of the fixed **guarantee for construction** and payment reduction [11.1.3], the estimated values of work executed [25.3.1] and **materials and goods** [25.3.2] shall be subject to the percentage adjustments as stated in the **contract data**.
- 25.10.1 No clause
- 25.10.2 No clause
- 25.10.3 No clause



25.12.2 No clause

25.12.3 No clause

25.12.4 Terminate the **agreement** [29.14.5]

26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

26.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**, provided that no adjustment to the **contract value** will result in the approved **contract value**, inclusive of any amendments thereof that have been approved by the **employer**, being exceeded without the approval of the **employer**. Where such adjustments require measurement on **site**, the contractor shall have the right to be present.

26.9.5 Adjust the **contract value** according to the contract price adjustment method, if applicable [CD]. Furthermore, if as a result of a delay in the award of a contract beyond the original tender validity period the initial date for practical completion of the contract exceeds a period of one year from the expiry of the original tender validity period, then the contract will automatically be subject to contract price adjustment for the period exceeding one year. The base month will be the calendar month six months after the tender closing date. Similarly, if as a result of any extension of time granted the duration of the contract period exceeds one year, then contract price adjustment will automatically apply for that period which exceeds such one year. The base month will be the calendar month six months after the tender closing date.

27.0 RECOVERY OF EXPENSE AND/OR LOSS

27.2.11 Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**

27.2.12 Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)

27.2.13 Any fines levied in accordance with any of the specifications.

28.0 SUSPENSION BY THE CONTRACTOR

28.1.1 No clause

28.1.4 No clause

28.1.5 Failed to act in terms of this **agreement** [6.4]

28.1.6 Appoint another **principal agent** or other **agent**, where applicable [6.5]

28.2 Where the **employer** has not remedied a default in terms of a **notice** [28.1] the **contractor** may suspend execution of the **works** until such default has been remedied without prejudice to any rights the **contractor** may have.

29.0 TERMINATION

Termination by the employer

29.1 The **employer** may give **notice** of intention to terminate this **agreement** where the **contractor** has:

29.1.1 Failed to provide a **guarantee for construction** [CD] within the period stated [11.1; 12.2.3] of the date of acceptance of the **contractor's** offer.

29.1.2 Failed to proceed with the **works** [12.2.17] within the period stated [CD]

29.1.3 Failed to comply timeously with a **contract instruction** [17.0]

29.1.4 Failed to provide, documentary evidence that insurances have been affected [10.3]

29.1.5 Died, if the **contractor** is a sole proprietor or a sole member of a Closed Corporation.



- 29.2** Where the **employer** contemplates terminating this **agreement** [29.1], the **principal agent** shall give **notice** to the **contractor** of a specified default [29.1.1-5], to be remedied within ten (10) **working days** of the date of receipt of such **notice**.

Termination by the contractor

- 29.14.1 No clause
29.14.2 Give possession of the **site** to the **contractor** [12.1.7]
29.14.4 No clause
29.14.8 Failed to act in terms of this **agreement** [6.4]
29.17.6 No clause
29.24 No clause

30.0 DISPUTE RESOLUTION

- 30.5 Failure to comply with the procedure described [30.3-4] shall cause the dispute to be resolved by litigation and not adjudication.
- 30.6.5 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the JBCC Rules for Adjudication, either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute is then referred to further adjudication or litigation, at the option of the claimant
- 30.7 No clause

AGREEMENT No Clause

CONTRACT DATA

- 2 The tender shall remain in full legal force for one hundred and twenty (120) **calendar days**. The tenderer accepts liability for damages as may be suffered by the **employer** should the tender validity period not be honoured.

FORM OF GUARANTEE

GUARANTOR DETAILS

Security for Guarantee (*Insert Variable or Fixed*)

Fixed

(*Insert expiry date*)

Upon issue of the
**certificate of practical
completion**

1.0 GUARANTEE for CONSTRUCTION (Variable)

1.1 *No clause*

1.2 *No Clause*

2.0 SECURITY for CONSTRUCTION (fixed)

PERIOD OF LIABILITY

- 11.0 This NSSA Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of 2.1, or payment in full of the Guaranteed Sum, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this NSSA Guarantee for Construction shall be returned to the Guarantor after it has expired



C TENDER CLOSING

Tender closing:

Date

Time

Place

TENDER SUBMISSION ADDRESS

	09 October 2023
	12h00
	Stellenbosch Municipality
	Plein Street, Stellenbosch

Tender delivered in electronic format? yes / no?

Alternative offer considered? yes / no?

NO	N/A	N/A
NO	N/A	N/A

D TENDERER'S SELECTION (to be completed by the tenderer)

11.0 Securities

11.1.2 **Guarantee for Construction** (variable)

11.2.3 or **Guarantee for Construction** (fixed)

Obligation

If specified, contractor's choice yes / no?	NO
If specified, contractor's choice yes / no?	YES

11.1.4 **Guarantee for Payment**

Provided by the **employer** yes / no?

	NO
Currency	ZAR
Amount	Not applicable

3. Contractor's holiday during the construction period (to be completed by Tenderer)

Contractor's annual holiday period:

year 1

year 2

year 3

from...		to...	
from...		to...	
from...		to...	

Contractor's 'other' holiday period: year 1

from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...		to...	
from...	Not Applicable	to...	Not Applicable
from...	Not Applicable	to...	Not Applicable

Contractor's 'other' holiday period: year 2

Contractor's 'other' holiday period: year 3



4. 26.0 Payment / Adjustment of Preliminaries

Payment of preliminaries

Where the **contractor** does not indicate option 'A' or option 'B' - **option 'A'** shall apply

OPTION A

Assessed by **principal agent**, an amount pro-rated to the value of the works executed in the same ratio as the **preliminaries** to the contract sum, (including **tax**); shall exclude the amount of **preliminaries**, all contingency sum(s) and any allowance for CPAP.

OPTION B

An amount agreed by the **principal agent** and the **contractor** in terms of the **Bills of Quantities** or the **priced document** to identify an initial establishment charge / and a monthly charge / and a final disestablishment charge.

Adjustment of preliminaries [26.9.4]

Where the **contractor** does not indicate option 'A' or option 'B' - **option 'A'** shall apply

OPTION A

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** (including **tax**); shall exclude the amount of **preliminaries**, all contingency sum(s) and any provision for Cost Price Adjustment Provisions: -

- An amount which shall not be varied
- An amount varied in proportion to the **contract value** as compared to the **contract sum**.
- An amount varied in proportion to the **construction period** as compared to the initial **construction period** (excluding revisions to the **construction period** to which the **contractor** is not entitled) to adjustment of the **contract value** in terms of the **agreement**.

The contractor shall provide a breakdown of charges (including **tax**) within 15 **working days** of the date of acceptance of tender and, where applicable, an apportionment of preliminaries per section

Where such information is not provided the following subdivision shall be deemed to apply:

- 10% of the amount shall not be varied.
- 15% varied in proportion of the **contract value** to the **contract sum**.
- 75% varied in proportion to the revised construction period compared to the initial **construction period**....

OPTION B

The contractor shall within 15 **working days** of the date of possession of the **site** provide the **principal agent** with a detailed breakdown of **preliminaries** amounts for the **works** as a whole, or per **section** where applicable, including administrative and supervisory staff charges and for the use of **construction equipment** in terms of the **programme**.

5. Notes

1. By submission of this tender to the **employer** the tenderer offers and agrees to **execute** and complete the **works** and remedy any **defects** in conformity with the specification for the tender sum stated - to be paid in instalments as work is completed
 2. The tender shall remain in full legal force for one hundred and twenty (120) **calendar days** from the closing date of the tender. The tenderer accepts liability for **damages** that may be suffered by the **employer** should the tender validity period not be honoured
 3. The lowest or any offer will not necessarily be accepted by the **employer** - nor need reasons be given for such a decision.
 4. Any provision in this agreement that may confer any benefit or right in favour of any **subcontractor** shall be binding on the **parties** and be capable of acceptance by such **subcontractor** at any time
- Annexures... marked



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PART C1: AGREEMENTS AND CONTRACT DATA

C1.3 FORM OF GUARANTEE FOR CONSTRUCTION



C1.3 Form of Guarantee for Construction

GUARANTEE FOR CONSTRUCTION

For use with The JBCC Edition 6.1 March 2014 Principal Building Agreement

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The Stellenbosch Municipality.

"Contractor" means:

"Principal Agent" means:

"Works" means: Tender No: B/SM 98/23 Upgrade of Bergzicht Taxi Rank, Stellenbosch, Phase 1

"Site" means: The site as defined in the Contract Data.

"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: The date of issue by the Principal Agent of the Certificate of Completion of the Works.

CONTRACT DETAILS

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

GUARANTEE FOR CONSTRUCTION

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 Guarantee for Construction and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal 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 Guarantee for Construction 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 Guarantee for Construction 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 Principal 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 Guarantee for Construction, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Construction 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 Guarantee for Construction 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 Guarantee for Construction have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee for Construction 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. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee for Construction 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.
12. This Guarantee for Construction, 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.



13. Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at October 2016) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.



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Schedule of Plant and Materials

For use with Guarantees for Advance Payment on contracts using The JBCC Edition 6.1 Principal Building Agreement

Employer The Stellenbosch Municipality

Contractor

Works Contract No. and Title.....

Payment Certificate No.

Advance payment is requested in respect of the following items of Plant and materials, which have been manufactured and are stored at places other than the Site, or in respect of which a deposit with order is required from the Contractor by a manufacturer/supplier:

Bills of Quantities item no.	Description of Plant and materials	Deposit with order required (Y/N)	Place of storage (or manufacture, if deposit with order is required)	Unit	Quantity	Unit price R c	Total Price R c
Total Value of Plant and materials to be included in Guaranteed Advance Payment Sum							R

Signed at on theday of.....20.....

.....
for the Contractor

.....
As witness

.....
Approved by Principal Agent



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PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

C1.4 Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE STELLENBOSCH MUNICIPALITY
(HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,
(Contractor/Mandatar/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 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 aton the.....day of.....20....

Witness

Mandatar

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

Witness

for and on behalf of
Stellenbosch Municipality



PART C1: AGREEMENTS AND CONTRACT DATA

C1.5 CONTRACT OF TEMPORARY EMPLOYMENT AS COMMUNITY LIAISON OFFICER

C1.5 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.:

PROJECT

AGREEMENT made between the CONTRACTOR

and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R550 per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

3.2 Maximum hours of work:

- (i) 9¼ hours per day
- (ii) 45 hours per week;
- (iii) 5 days per week;
- (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- (v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where they are prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.



3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stay-aways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that they have statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

Community Liaison officer:

Date: | |



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PART C2: PRICING DATA



Part C2: Pricing Data

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PART C2: PRICING DATA

C2.1 PRICING ASSUMPTIONS

C2.1 Pricing Assumption

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The ASQS Preliminaries compiled by the Association of South African Quantity Surveyors, March 2014, form part of the overall Preliminaries Bill of Quantities and the preliminaries specific variables are stated within the Preliminaries Bill of Quantities.
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "General Preambles for Trade 2017 Supplementary Preambles, SANS 1200 and COLTO. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice.
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The quantities set out in the Bills of Quantities are the estimated quantities of the Works. The Contractor would be required to undertake whatever quantities may be directed by the Principal Agent from time to time. The Final price paid for the completed Works shall be determined from the actual quantities of work executed and valued at the relevant unit rates and prices.
5. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Bills of Quantities, and that there is no charge for that particular item (even should the quantity subsequently increase).
7. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
8. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic metre	MN.m	=	mega newton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	mega Pascal	kW	=	kilowatt
9. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.



10. The Tenderer is referred to F2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.
11. Clause F.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Bills of Quantities which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Bills of Quantities.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account.

The pages of the issued Bills of Quantities should not be removed from the tender document.

12. Tenderers are referred to amended Clause 26.9.5 as contained in the Contract Data for the application of contract price adjustment.
- 13 **All descriptions or clauses where trade names or proprietary products are specified, are deemed to include the phrase “or equal equivalent approved by the Engineer/Architect”. Where alternative products are used to replace specified proprietary products, these must be detailed in the Schedule of Deviations before signing of the Acceptance by the Employer.**



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PART C2: PRICING DATA

C2.2 BILL OF QUANTITIES



C2.2 Bills of Quantities

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BILL NO. 6 - Roof coverings

BILL NO. 7 – Carpentry and Joinery

BILL NO. 8 – Joinery fittings

BILL NO. 9 – Ceilings Partitions and Access Flooring

BILL NO. 10 – Floor Coverings, Wall linings, etc

BILL NO. 11 - Ironmongery

BILL NO. 12 – Structural steelwork

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BILL NO. 1 – Electrical Work

BILL NO. 2 – Electronics

SECTION NO. 4 – CIVIL WORKS

BILL NO. 1 – Civil Works (Provisional)

SECTION NO. 5 – PROVISIONAL ALLOWANCES

BILL NO. 1 – Subcontract Amounts

BILL NO. 2 – Budgetary Allowances

BILLS OF QUANTITIES FINAL SUMMARY



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PART C3: SCOPE OF WORKS



Part C3:

Scope of Work

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Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)
General Preambles for Trade 2017
SANS 1200



C3.1 Description of the Works

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- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 LOCATION OF THE WORKS
- 3.1.4 EXTENT OF WORKS
- 3.1.5 PROGRAMME OF THE WORKS
- 3.1.6 TRAFFIC ACCOMMODATION
- 3.1.7 TEMPORARY WORKS AND EXISTING SERVICES
- 3.1.8 COGNISANCE OF PUBLIC AND SAFETY
- 3.1.9 FINANCIAL

3.1.1 EMPLOYER'S OBJECTIVES

The Stellenbosch Municipality's objective is to upgrade the existing Taxi Rank facility by refurbishing of the existing management building, extending the taxi operation passenger loading aisles, provision of a new wash-bay facility and an e-bay recharging facility, the construction of new canopy structures to match the existing canopy structure and the upgrading of vehicular entry and exits control facilities at the site.

3.1.2 OVERVIEW OF THE WORKS

General Description

The contract will be undertaken in such a manner to maintain the operation of the taxi business during daytime between 5am and 7pm weekday and Saturdays. There will be a requirement for limited work to be carried out outside normal taxi operating hours i.e. at night.

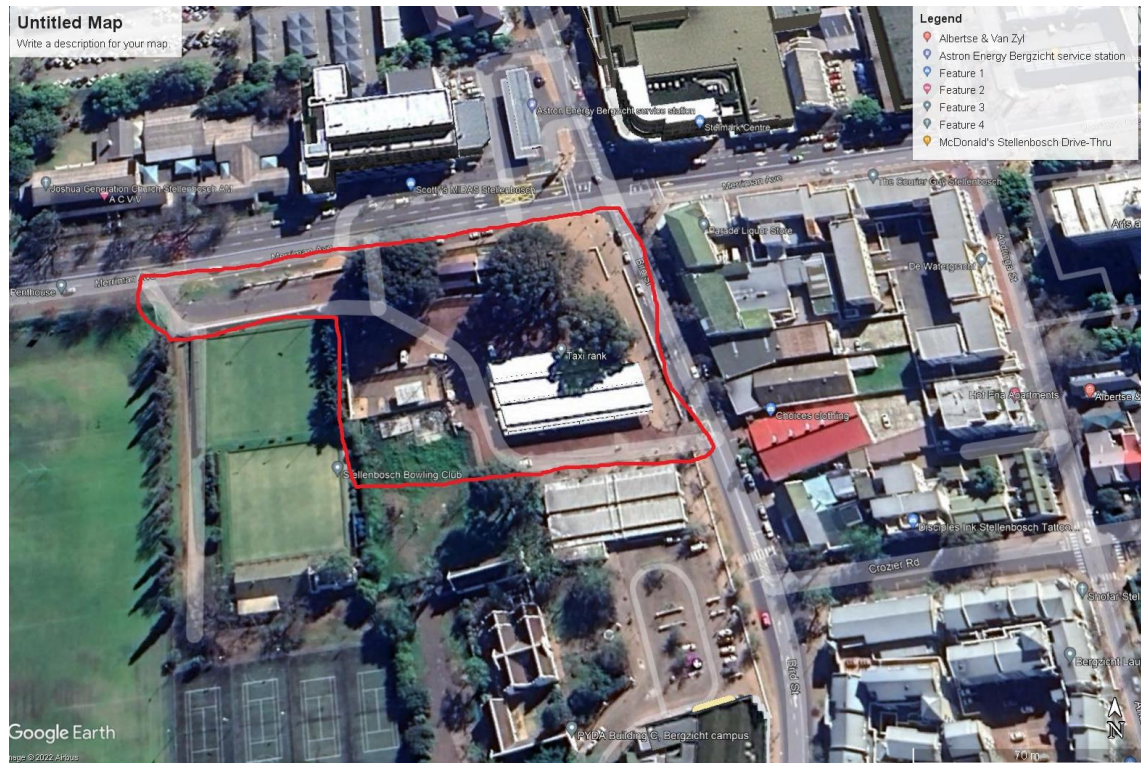
The planned work consists as follows:

- Renovations / alterations to the existing management building.
- Geometric reconfiguration of:
 - Vehicular entry and exit from the rank site onto the adjacent public roads
 - Vehicular circulation/ holding of taxis on the rank site.
- Excavating trenching for installation of underground services and ducting for electrical and electronic services
- Dismantling of existing perimeter fences for re-establishment
- Installation of new electrical supply to the site with associated ancillary works.
- Relocation of area lighting pole and the general upgrade of area illumination in open areas and under canopy structures.
- Trimming /pruning of tree canopies and root systems to accommodate new services.
- Localised repairs to the damaged segmented block paving pavement.
- Ad-hoc repairs to manhole/chamber/draw-pits.
- Cleaning of foul sewer and stormwater chambers and pipes
- CCTV inspection of foul sewer pipelines
- Installation of wireways/conduits for future CCTV cameras.
- Relocation of existing precast concrete bollards and the installation of new matching bollards.
- Installation of general information and way finding signage.



3.1.3 LOCATION OF THE WORKS

The site is situated in Stellenbosch, adjacent to the R304 Bridge over the railway line, as indicated within the red bordered area on the plan hereunder.



Site location and context (Google Earth, 2019)

3.1.4 EXTENT OF THE WORKS

The general scope of works includes the following:

- Photographical record of the current state of existing road and built infrastructure adjacent to the site.
- Site Establishment and de-establishment.
- Coordinating work activities with the Taxi Associations.
- Clearing the site.
- Obtaining of all necessary wayleaves and working permits.
- Obtaining all necessary approvals for Traffic Accommodation of the Works.
- Verifying the location and protection of existing services.
- Survey to check controls.
- Method Statements for connecting new work to existing works
- Traffic Accommodation to construct works in adjacent road.
- Installing/repairing underground services and ancillary works (i.e. chambers, etc.).
- Renovation of existing Taxi Association building.
- Construction/repairing of pavements with segmented block paved surface.
- Dust and construction debris control (i.e. ensuring road surfaces are kept clean of construction spillage and debris).
- Cleaning and inspecting existing underground services (i.e. storm water and foul sewer).



3.1.5 PROGRAMME OF WORKS

This tender is limited to the work described in CI 3.1.2 Overview Of The Work and as detailed in the bills of quantities and tender drawings. The Contractor is to prepare their construction programme in accordance with the requirements of CI 3.5.5 for approval by the Principal Agent.

3.1.6 TRAFFIC ACCOMMODATION

Closure of a traffic lane or partial lane will only be permitted once the traffic control facilities, temporary traffic diversions / deviations and the traffic accommodation plan has been approved by the relevant authorities and taxi management association and accepted by the Engineer.

Traffic accommodation is an integral part of the scope of works. No sub-standard traffic accommodation will be accepted and fines will be applied for breaches in the traffic accommodation specifications.

Provision must be made for the Contractor's plant and materials delivery trucks to enter and leave the construction area with the least possible disruption to the taxi operation. Typically the delivery of materials to site should be undertaken outside the morning and afternoon peak periods i.e. between 9am and 3pm.

3.1.7 TEMPORARY WORKS AND EXISTING SERVICES

Temporary works include the establishment of the Contractor's camp as well as the maintenance of any temporary access roads the Contractor deems necessary and which have been agreed with the Engineer. The Contractor is responsible for their own design of all temporary works on site.

Construction will take place in the vicinity of existing services. Due care shall be exercised to protect these services, allowances for which shall be made in the rates and prices tendered. The Contractor will be required to liaise with and be in attendance where services are relocated by the relevant service departments. The photographic survey of existing infrastructure, which shall be impacted by construction activities, must be concluded before any construction plant / equipment is established onto site. This record will serve as proof of the state of the existing infrastructure pre-construction. Any damages to the road pavement, buildings, electrical mini sub, etc. will be repaired by the Contractor at their own cost.

The works shall not impact on public access. Taxi operation and pedestrian traffic flow and protection of the works for public safety shall be maintained at all time during the contract. The local traffic department shall be consulted in this regard.

3.1.8 COGNISANCE OF PUBLIC AND SAFETY

Access to all properties and shops, where applicable, adjacent to the work area must be maintained at all time. The safe accommodation of vehicular and pedestrian traffic along the existing road network and sidewalks must be maintained. The Contractor shall provide and maintain hoarding/barricading as detailed, temporary traffic signs and warning lights to adequately provide safety to the general public in the vicinity of the work area, protect, watch and light the works and site and any other precautions necessary to prevent injury to persons and damage to private property.

The Contractor will not be permitted to block off entire sections of sidewalks to pedestrians. Work will have sequenced in such a way that pedestrians will always have access along the entire work area separated from adjacent work area by temporary ready fence panels. The minimum sidewalk width to be maintained during construction shall not be less than 1.5 m unless agreed by the Engineer.

Driveway access to a private residences and business are to be constructed such that a minimum access width is maintained at all time.

The travelling public shall have the right of way in public roads, and the Contractor shall apply suitable approved methods for controlling the movement of their equipment and vehicles that will not constitute a hazard on the road.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to bring the Works to a stop until the road signs, etc have been repaired to the Engineer's satisfaction.



The Contractor may not commence constructional activities before:

1. adequate provision has been made for accommodating traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
2. Wayleaves for the occupation of public roads has been issued by the Roads and Drainage Department and the Municipal's Wayleave Department.

The Contractor must apply for the wayleaves mentioned in item 2 above and allow reasonable time in their programme for the application of wayleaves.

A Traffic Management Plan shall be submitted to the Engineer for approval before work is to proceed on public roads.

The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.

3.1.9 FINANCIAL

While the Employer has every intent to complete the full scope of works indicated in this document's Bill of Quantities, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

Should the accepted tenderer's Bid Price not be available for construction, the scope of work will be reduced in line with the available funding. The time related preliminary and general items will be adjusted pro-rata to the pro-rata adjusted contract duration.

Award of the Tender is concluded on the acceptance of the Employer's prerogative to reduce the value of the Contract without financial compensation, other than that stated in the aforementioned paragraph.



C3.2 Engineering / Design

CONTENTS

- 3.2.1 DESIGN SERVICES
- 3.2.2 DRAWINGS PREPARED BY THE EMPLOYER
- 3.2.3 AS BUILT (RECORD DRAWINGS)

3.2.1 DESIGN SERVICES

Works designed by, per design stage:

Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design to approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor

DRAWINGS PREPARED BY THE EMPLOYER

The following drawings are applicable to this contract and are issued as part of this document as Volume 4: Book of Drawings. The drawings described hereunder are for the entire works. However, only part of the works will be constructed hence some drawings will not be applicable for this phase of the work. Drawings not applicable are marked with an asterisk.

ARCHITECTURAL	
FLOOR PLANS	
2022_TE_PL_100	SITE PLAN
2022_TE_PL_101	SITE PLAN -SERVICES PLAN
2022_TE_PL_102	FLOOR PLAN - TAXI ASSOCIATION BUILDING
2022_TE_PL_105	TAXI LOADING Canopy PLAN *
2022_TE_PL_106	WASHBAY, PLAN, SECTION, ELEVATIONS *
2022_TE_PL_600	DEMOLITION PLAN - EXISTING TAXI ASSOCIATION BUILDING
2022_TE_PL_110	SIGNAGE KEY PLAN *
CEILING PLANS	
2022_TE_CP_150	REFLECTED CEILING PLAN - TAXI ASSOCIATION BUILDING
2022_TE_DE_401	TYPICAL WATERPROOFING DETAILS
SECTIONS	
2022_TE_SE_200	SECTION A-A - TAXI ASSOCIATION BUILDING
2022_TE_SE_201	TAXI ASSOCIATION BUILDING SECTIONS
2022_TE_SE_202	Wash bay plans, sections and elevations *
2022_TE_SE_210	SECTION C-C TAXI LOADING CANOPY *



2022_TE_SE_211	SECTION D-D TAXI LOADING CANOPY	*
ELEVATIONS		
2022_TE_EL_300	TAXI ASSOCIATION BUILDING ELEVATIONS	
2022_TE_EL_301	TAXI LOADING AREA CANOPY ELEVATIONS	
JOINERY DETAILS		
2022_TE_ED 521	JOINERY DETAIL	
ROOM DATA SHEETS		
2022_TE_RDS_701	FEMALE TOILETS	
2022_TE_RDS_702	DISABLED WC RDS	
2022_TE_RDS_703	SECURITY WC RDS	
2022_TE_RDS_704	TAXI ASSOCIATION WC RDS	
2022_TE_RDS_705	TAXI ASSOCIATION WC RDS	
2022_TE_RDS_706	MALE WC RDS	
DETAILS		
2022_TE_DE_601	CANOPY DETAIL	
2022_TE_DE_602	BRAAI DETAILS	
2022_TE_DE_603	ROOF DETAILS - TAXI ASSOCIATION BUILDING	
2022_TE_DE_604	BURGLAR BAR DETAILS	
2022_TE_DE_605	SKIRTING DETAILS	
SCHEDULES		
2022_TE_SC_510	WINDOW SCHEDULE	
2022_TE_SC_501	DOOR SCHEDULES	
2022_TE_SC_520	GATE SCHEDULE	
2022_TE_SC_520	IRONMONGERY SCHEDULE	
2022_TE_SC_750	FINISHES SCHEDULE	
2022_TE_SC_5101	SANITARY SCHEDULE	
Structural		
SC001	GENERAL NOTES	
SC002	CANOPY TAXI LOADING AREA FOUNDATION, COLUMN & ROOF LAYOUT	
SC003	CANOPY TAXI LOADING AREA TYPICAL SECTIONS & DETAILS	*
SC004	WASH BAY FOUNDATION & ROOF LAYOUTS & SECTIONS	
SC005	TAXI ASSOCIATION BUILDING TYPICAL ALTERATION DETAILS	
Civil		
C100	Survey Drawing	
C200	Kerb Alignment	
C202	Washbay Detail	*
C210	Paving Re-instatement	
C211	Paving Salvage/Recover	
C300	Potable Water & Sanitation	
C400	Stormwater Drainage & Duct Layout	
C500	Cut/Fill Contours	*



C600	Road Markings & Signage	*
CIVIL STANDARD A4 DRAWINGS		
C601	Typical pipe trench detail for flexible sewer pipes in noncohesive conditions	
C602	Typical pipe trench detail for flexible sewer pipes in cohesive conditions	
C603	Typical precast concrete ring sewer manhole not exceeding 2.5 m deep	
C604	Shallow sewer manhole not exceeding 600mm internal deep	
C605	External Manhole backdrop	
C606	Internal Manhole backdrop	
C607	Sewer rodding eye chamber	
C608	Drawpit detail	
C610	Typical pipe trench detail for rigid stormwater pipes noncohesive	
C611	Typical pipe trench detail for rigid stormwater pipes cohesive	
C612	Precast concrete manhole with brick base (low groundwater table) not exceeding 2.5 m deep	
C613	Precast concrete manhole with brick base (high groundwater table) not exceeding 2.5 m deep	
C614	Typical Double Catchpit	
C615	Stormwater single gulley inlet	
C616	Stormwater double inlet gulley manhole and top slab detail in unsurfaced areas	
C618	Manhole surround detail	
C620	Typical water pipe trench detail in non-cohesive soil conditions	
C621	Tap Pedestal	
C622	Hydrant Pedestal	
C623	Typical detail of valve chamber - unsurfaced areas	
C624	Typical detail of valve chamber - surfaced areas	
C625	Thrust block detail	
C630	Irrigation junction box (450 x 450 mm)	
C640	Subsoil drain detail	
C650	Kerb, channel and edging details	
C660	DB Sump Detail	
C661	Grease Trap Detail	
C663	Tree Surround Detail	
Electrical		
J40099A-E01	Electrical Installation	
J40099A-E02	Lighting Installation	
J40099A-E03	ICT Installation	
J40099A-E04	MV and LV Electrical Layouts	
J40099A-E05	Site Lighting	
J40099A-E10	Distribution Board Schematic Diagram	
J40099A-E11	MV and LV Distribution Single Line Diagrams	



Notes:

1. The drawings that form part of the tender documents shall be used for tender purposes only.
2. The Contractor will be supplied with three (3) paper prints of each of the drawings required for construction. These copies are issued free of charge and the Contractor shall make any additional copies they may require at their own cost.
3. Only figured dimensions shall be used and drawings shall not be scaled unless otherwise instructed.
4. The Contractor must verify levels indicated on drawings with site levels before commencing with construction. Any discrepancy with levels indicated on construction with drawings and actual levels checked on site are to be brought to the attention of the Principal Agent/Civil Engineer for comment/response.
5. Originals of reduced tender drawings are available for inspection at the offices of the Employer's Agent or prints may be purchased by arrangement with the Employer's Agent. No claim for misunderstanding reduced drawings will be considered.

3.2.2 AS BUILT (RECORD) DRAWINGS

The Contractor is responsible for preparation of all as built drawings. As the works are progressing, the Contractor shall mark on a separate set of drawings, all as-built details and submit them to for approval as and when is completed to the approval of the Employer's Agent in accordance with the construction drawings and specifications.

The following protocols regarding preparation of "as built" plans be adhered to for this project.

- a) Drawings should be prepared in AutoCAD should be drawn by layer and **not** by colour and the layer names must be descriptive and containing not more than 8 digits. (Each theme type must be drawn on a different layer.)
- b) The data must be clean and with no duplication of CAD features.
- c) The digital data must be produced on the WG 19 degrees (WGS 84) (World Geodetic System 1984) co-ordinate system, the height values must be referenced to Mean Sea Level.



C3.3 Procurement

CONTENTS

- 3.3.1 PREFERENTIAL PROCUREMENT
- 3.3.2 SUB-CONTRACTING PROCEDURES

3.3.1. PREFERENTIAL PROCUREMENT

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

3.3.2. SUB-CONTRACTING PROCEDURES

3.3.2.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all the sub-contractors employed by the Contractor.



C3.4 Construction

CONTENTS

- 3.4.1 WORKS SPECIFICATIONS
- 3.4.2 PLANT AND MATERIALS
- 3.4.3 CONSTRUCTION EQUIPMENT
- 3.4.4 EXISTING SERVICES
- 3.4.5 SITE ESTABLISHMENT
- 3.4.6 SITE USAGE
- 3.4.7 PERMITS AND WAYLEAVES
- 3.4.8 ALTERATIONS, ADDITIONS, EXTENSION AND MODIFICATIONS TO EXISTING WORKS
- 3.4.9 INSPECTION OF ADJOINING PROPERTIES
- 3.4.10 WATER FOR CONSTRUCTION PURPOSES
- 3.4.11 SURVEY CONTROL AND SETTING OUT OF THE WORKS
- 3.4.12 UNBUNDLING OF MUNICIPAL INFRASTRUCTURE ASSETS

3.4.1 WORKS SPECIFICATION

The “General Preambles for Trades (2017 Edition)” recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities, with amendments as follows:

Tenderers who are not familiar with the aforesaid “General Preambles for Trades” are advised to obtain a copy thereof from the Association of South African Quantity Surveyors, before a Tender is submitted.

3.4.1.1 Applicable SANS 2001 Standards

- SANS 2001-BE1:2008 Construction works Part BE1: Earthworks (general)
- SANS 2001-BS1:2008 Construction works Part BS1: Site clearance
- SANS 2001-CC2:2007 Construction works Part CC2: Concrete works (minor works)
- SANS 2001-DP1:2008 Construction works Part DP1: Earthworks for buried pipelines and prefabricated culverts

3.4.1.2 Applicable National and International Standards

The following National and International Standards are applicable to this Contract.

3.4.1.3 Applicable SANS 1200 Standardised Specifications

The following SANS 1200 Standardised Specifications for Civil Engineering Construction are applicable:

- SANS 1200 A General
- SANS 1200 AA General (Small Works)
- SANS 1200 AB Employer’s Agent Office
- SANS 1200 C Site Clearance
- SANS 1200 D Earthworks
- SANS 1200 DA Earthworks (Small Works)
- SANS 1200 DB Earthworks (Pipe Trenches)
- SANS 1200 DM Earthworks (Roads, Sub grade)
- SANS 1200 GA Concrete (Small Works)
- SANS 1200 L Medium Pressure Pipes
- SANS 1200 LB Bedding (Pipes)
- SANS 1200 LC Cable Ducts
- SANS 1200 LD Sewers
- SANS 1200 LE Storm water Drainage
- SANS 1200 M Roads (General)



- SANS 1200 ME Sub base
- SANS 1200 MF Base
- SANS 1200 MH Asphalt Base And Surfacing
- SANS 1200 MJ Segmented Paving
- SANS 1200 MK Kerbing And Channelling
- SANS 1200 MM Ancillary Roadworks

3.4.1.4 Applicable Technical Recommendations For Highways (TRH)

- TRH 1 Prime Coats and Bituminous Curing Membranes
- TRH 3 Surfacing Seals for Rural and Urban Roads and Compendium of Design Methods for Surfacing Seals Used
- TRH 4 Structural Design of Flexible Pavements for Interurban and Rural Roads
- TRH 5 Statistical Concepts of Quality Control and their Application in Road Construction
- TRH 6 Nomenclature and Methods for Describing the Conditions of Asphalt Pavements
- TRH 8 Design and Use of Hot-mix Asphalt in Pavements
- TRH 9 Construction of Road Embankments
- TRH 10 Design of Road Embankment
- TRH 11 Guidelines for the Conveyance of Abnormal Loads
- TRH 12 Bituminous Pavement Rehabilitation Design

3.4.1.5 Applicable Urban Transport Guidelines (UTG)

- UTG 1 Guidelines for the Design of Urban Arterials Road
- UTG 3 Structural Design of Urban Roads
- UTG 4 Guidelines for Urban Storm Water Management
- UTG 5 Geometric Design of Urban Collector Roads
- UTG 6 Guidelines on Maintenance Management for Large Municipalities
- UTG 7 Geometric Design of Urban Local Residential Streets
- UTG 8 Guidelines for the Preparation of an Urban Transport Plan – First Amendment
- UTG 9 Guidelines for the Transportation System Management Process
- UTG 10 Guidelines for the Geometric Design of Commercial and Industrial Local Streets
- UTG 11 Guidelines for Public Participation in Land Use/Transport Planning
- UTG 12 Pavement Management System: Standard Visual Assessment Manual for Flexible Pavement in Urban Areas

3.4.1.6 Other Applicable SANS Specifications

- SANS 558 Cast Iron Surface Boxes and Manhole and Inspection Covers and Frames
- SANS 746 Cast-Iron Pipes and Pipe Fittings for use above Ground in Drainage Installations
- SANS 927 Pre-cast Concrete Kerbs, Edgings and Channels
- SANS 1083 Aggregates from Natural Sources
- SANS 10090 Community Protection Against Fire
- SANS 3001 2016 Standard Methods for Road Construction Materials
- SANS 4001 2016 National Standard for the Spraying Performance of Binder Distributors

3.4.1.7 Agreement Certificates

Should the Contractor intend using any alternative materials of whatever nature in any portion of the works, which are not in accordance with available SANS / SANS standards, then they shall submit their proposals, together with the applicable Agreement Certificate for the material concerned, for approval prior to commencement with that aspect of the work.



3.4.2 PLANT AND MATERIALS

3.4.2.1 Plant and Materials Supplied by the Employer

The *Employer* will not be providing any plant or supplying any materials for use by the *Contractor* in executing the *works*. The *Contractor* shall provide all plant and materials of whatever nature necessary to enable them to undertake the *works* as specified.

3.4.2.2 Materials, Samples and Shop Drawings

The *Contractor* shall provide all necessary samples and copies of the relevant test results required to prove compliance with the specifications, prior to utilisation of any material within the *works*.

3.4.3 CONSTRUCTION EQUIPMENT

3.4.3.1 Requirements for Equipment

The provision of all tools and equipment of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and the cost thereof shall be included in the rates for the respective items of work.

3.4.4 EXISTING SERVICES

3.4.4.1 Known Services

Existing (mapped) services indicated on the wayleave drawings show the approximate positions of these services. The accuracy of/or completeness of the service information is not guaranteed. The Contractor shall verify details, positions and levels of all existing services well in advance of undertaking related works to prevent any possible delays if such services are not as mapped. No claims related to the late verification of existing services shall be entertained.

The Contractor is fully responsible for the protection of all services. The Contractor will be held responsible for damage to services, which are:

1. In the approximate position of services indicated on construction drawings.
2. Where the presence of such services can reasonably be foreseen by an experienced Contractor from associated surface structures or markings or underground warning tape.
3. Where they have been informed of the presence of such services by any person or authority.

Although the location of all mapped services has been shown on the wayleave drawings, the Contractor should anticipate encountering services which have been abandoned or services which are in use but not recorded (unmapped).

Protection of services shall be priced based on service remaining in place and always operating during construction.

Where, during construction, the Contractor lay bare any water mains, pipe, cable, or any existing structure, these shall be securely shored, strutted or slung and sufficiently protected to ensure that no damage can be done to them until filling has been placed around them. All work in this regard shall be done with notice to and in co-operation with the respective owner of the service. The Contractor shall not refill any excavation or cover any service until the service has been inspected and passed as intact by the owner of the service.

The Contractor shall note that no mechanical excavators or vibrator type compactors may be used within three (3) metres of any electrical services as generally specified by wayleaves. No pegs or stakes shall be driven into the ground in the vicinity of underground services unless their exact positions have been determined. Relocation of Stellenbosch Municipal cables/services will require a minimum of three (3) week period after notification to relocate.

In the event of damage caused to a service by the Contractor, the Contractor shall take such immediate action as is necessary to prevent further damage or danger to life and property and shall notify the Employer's Agent immediately, who will then issue instructions as to the necessary measures to be undertaken. The cost thereof shall be borne by the Contractor irrespective of whether the repairs or protective measures are carried out by themselves or by the owner or a representative of the owner of the service.



3.4.4.2 Treatment of Existing Services

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

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

Unless otherwise instructed by the Employer's Agent, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of Sub clause 5.9 of SANS 1200 DB should be observed.

3.4.4.3 Damage to Services

Should damage occur to any existing services, the Contractor shall immediately inform the Employer's Agent, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor."

3.4.4.4 Reinstatement of Services and Structures Damaged During Construction

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

3.4.5 SITE ESTABLISHMENT

3.4.5.1 Services and Facilities Provided by the *Employer*

The Employer will not provide any facilities or services.

A specific area near or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Employer's Agent and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at their own cost, for the provision of all services they may require in the area, as well as elsewhere on the Site.

The Contractor shall maintain the sites in a clean, orderly and sanitary condition and shall take all the necessary steps and precautions to prevent the pollution of the surrounding area by their employees. These steps and precautions shall be to the satisfaction of the Employer's Agent and Medical Officer of Health.

Burning of construction debris is not permitted on site. Construction debris is to be stockpiled within an enclosed area screened off from the public. The enclosed area will be cleared of rubble on a fortnightly basis unless otherwise agreed in writing with the Principal Agent. The cost of establishing the rubble enclosure and the removal of debris will be allowed for in the Contractor's time related Preliminaries.

On completion of the Works, or when ordered by the Employer's Agent, the Contractor shall remove all temporary accommodation, fencing, and latrines and restore the sites to a clean and sanitary condition to the satisfaction of the Employer's Agent.



3.4.5.2 Facilities Provided by the Contractor

The Contractor shall provide, operate, maintain, service and upon completion, remove the site facilities required by them. Provision must be made for suitable office facilities for temporary use by the Employer's Agent and for holding site meeting as detailed in PSAB.

3.4.5.3 Storage and Laboratory Facilities

The employer has no specific requirements for any storage or laboratory facilities, and the *Contractor* should provide whatever he deems to be necessary to support their activities.

3.4.5.4 Other Facilities and Services

None

3.4.5.5 Equipment

Survey Equipment

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

- (i) 1 engineer's level and levelling staff.
- (ii) 1 steel tape of 50 m length.
- (iii) Wooden and steel pegs and hammers as required.

The instruments shall be provided for the exclusive use of the Employer's Agent's Representatives. The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Employer's Agent and the Employer against any claims in this regard. The Contractor shall also maintain the equipment in good working order throughout the Contract period.

The following additional equipment/service may be required from time to time by the Employer's Agent's Representative and shall be supplied by the Contractor when required. The equipment/service may be shared with the Employer's Agent's Representative:

- (i) Two chainmen to assist with levelling and surveying.
- (ii) Theodolite and prism
- (iii) Orange spray paint.

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

Site Instructions

The Employer's Agent shall supply their own site instruction book for specific use on the site. The Contractor shall at their own cost, supply their own triplicate book for their site correspondence and inspection requests to the Employer's Agent's Representative. Reasonable notice time (not less than 24 hours) shall be allowed prior to inspections. All inspection requests and approval / disapproval thereof shall be recorded by the site staff in writing.

3.4.5.6 Advertising Rights

The Contractor will be allowed to advertise their company logo on the approved name board.

3.4.5.7 Notice Boards

Erecting of the Contractor's name board will be allowed in the area of the works, at a position approved by the Employer's Agent, who may at any time order its removal if any objections are received.



One project name board shall be established within 14 days of the commencement of construction and shall be placed where ordered by the Employer's Agent. Any damage to this board shall be repaired within 14 days of a written instruction received from the Employer's Agent. For details of the boards refer to the Standard Drawings contained in this document.

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

All name boards shall be removed 14 days after the issuing of the Works Completion Certificate unless otherwise agreed with the Employer.

3.4.6 SITE USAGE

No housing or on-site housing will be allowed. A night watchmen/security guard will be allowed for security purposes.

3.4.7 PERMITS AND WAYLEAVES

Applications for wayleaves must be made by the Contractor to the relevant authorities and property owners in order to assist with the commencement of the works:

It remains the Contractors responsibility to ensure that all required wayleaves have been secured and/or outstanding wayleaves are issued by the relevant authority before commencement of the Works.

The contractor is to maintain all wayleaves for the full duration of the contract period up until the issuing of the Final Completion Certificate unless otherwise agreed in writing by the Principal Agent. The cost of obtaining and maintaining wayleaves deemed to be covered by the tendered rates for the Contractor's General Obligation.

3.4.8 ALTERATION, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

Existing (mapped) services indicated on the wayleave drawings show the approximate positions of these services. The accuracy of/or completeness of the service information is not guaranteed. The Contractor shall verify details, positions and levels of all existing services well in advance of undertaking related works to prevent any possible delays if such services are not as mapped. No claims related to the late verification of existing services shall be entertained.

The Contractor is fully responsible for the protection of all services. The Contractor will be held responsible for damage to services.

3.4.9 INSPECTION OF ADJOINING PROPERTIES

The Contractor shall take all necessary precaution to ensure that neighbouring buildings / walls, etc. are not damaged during execution of the Works. Buildings showing any form of damage are to be photographed prior to the commencement of work to avoid potential claim for damages to the building by the building owner.

3.4.10 WATER FOR CONSTRUCTION PURPOSES

It is the responsibility of the Contractor to arrange for and provide water for construction from the local authorities. An item is provided in the Bills of Quantities for the supply of water for construction.

3.4.11 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Sufficient beacons will be provided on site to allow the Contractor to set out the works.

The Contractor shall arrange for the detail survey of the site prior to the commencement of work to verify site levels and submit their levels to the Employer's Agent where so required. Failure to survey



the site will be considered as acceptance of the Employer's Agent's site survey for the determining of bulk earthwork's quantities.

No separate payment will be made for any setting-out, the providing of permanent beacons and reference pegs, staking, detail surveys, taking cross sections, checking benchmarks, referencing existing road markings or any work described in this clause.

Setting out shall be confirmed with the Employer's Agent and any discrepancies in position, levels of detail shall be communicated with the Employer's Agent before any construction commences.

3.4.12 UNBUNDLING OF MUNICIPAL INFRASTRUCTURE ASSETS

The unbundling or componentization of the Property, Plant and Equipment (PPE) assets is required to update the Fixed Asset Register (FAR) as well as for effective asset maintenance and provision of services. The FAR will be updated annually for all assets and components.

Where a tender runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities, stated within their service level agreement.

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details:

- a. The cumulative expenditure incurred up to 30 June for the project.
- b. Details if the project is taking a significant longer period to complete than expected, including reasons for any delays.
- c. Details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

For all completed projects the consultant and or municipal department must provide the following to the asset and wayleaves department:

- d. As-built drawings/ google images with dimensions/ Diagrams with dimensions.
- e. As-built drawings, diagrams, list of addresses where infrastructure was installed w.r.t meter panels, street lights.
- f. Invoices, expenditure; final BOQ, final payment certificate.
- g. Completion Certificate
- h. Location information – list indicating a street location, kmz files, marked up map.



C3.5 Management

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3.5.1 FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):

- Monthly Project Labour Report (Annex 1)
- B-BBEE Sub-contract Expenditure Report (Annex 2)
- Joint Venture Expenditure Report (Annex 3)
- Targeted Labour Contract Participation Expenditure Report (Annex 4)
- Targeted Enterprises Contract Participation Expenditure Report (Annex 5)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Contractor shall simultaneously furnish the Employer's Agent with copies of the signed employment contracts entered with such labour, together with certified copies of identification documents as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the Employer's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site be made available to the employer's agent upon request.

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPGL) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPGE) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 3), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's



Agent.

3.5.2 PARTICIPATION OF TARGETED LABOUR

3.5.2.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour-intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPGL) is 5%

Notwithstanding the above goal, the following provision apply:

- 100% of unskilled and low skilled workers/employees must come from the Target Area
- 40% of semi-skilled workers/employees (ie apprentices) must come from the Target Area
- 2% of skilled workers/employees (ie artisans) must come from the Target Area

These additional provisions apply whether the CPGL is achieved, not achieved, or exceeded.

The minimum CPGL is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPGL.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

"Target area" means the geographical area shown on plan in Part C4: Site Information

"Targeted labour contract participation goal (CPGL)" means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

"Targeted labour" means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

"Threshold value" is R350.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

"Value of the contract" means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.



3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPGL shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPGL}^S - \text{CPGL}^A) \times P^*$$

Where CPGL^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPGL^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.3 COMMUNITY LIAISON OFFICER

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employer's Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Ward Councillor/s. Should suitable candidates not be identified within two weeks of the date of request, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job- Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.



The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.

It is required, therefore, that the Contractor enter a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.7: Agreement and Contract Data). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO (including the rate of remuneration to be paid). As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

3.5.4 HEALTH AND SAFETY

Annexure 6: Project Specific Health and Safety Specification are attached hereto.

The Contractor shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation shall be prepared and submitted for comment and approval immediately after the contract award.

Specific Health and Safety considerations applicable to this project are detailed in the Occupational Health and Safety Specification, attached to this document.

Method statements submitted for the Contractor's construction activities shall include details of compliance with Occupational Health and Safety and shall be submitted immediately after the contract award and prior to commencement with any work on site.

The Contractor shall provide the necessary personal protective equipment and clothing to all staff as relevant for the type of work being carried out.

Wherever the Contractor's staff may be subjected to hazardous substances, excessive dust or noise, then he is to arrange for pre- and post-employment medical examinations on the affected employees.

No member of the Contractor's staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be immediately removed from the premises.

The Contractor shall be responsible for the protection of the public in the areas in which he is working and shall provide barricades and lighting as necessary to ensure their safety. He shall also be responsible for the safe control of traffic wherever his works impact on the existing roadways.

3.5.5 PLANNING AND PROGRAMMING

3.5.5.1 General

This clause describes the requirements for the preparation, submission, updating and revision of the programme. The requirements are in addition to or in expansion of clause [12.2.6] of the conditions of contract.

The programme shall be used by the contractor to plan and execute the works. The programme shall also be used by the principal agent to monitor progress and be the sole basis for the assessment of revisions of the date for practical completion.

The programme shall be produced by the contractor as follows:

- A programme for the totality of the works shall be submitted to the principal agent for acceptance. If the principal does not accept such programme, it shall be revised and amended until it is accepted by the principal agent. This programme will be regarded as the baseline programme.



- This baseline programme shall be updated with actual progress and saved on at least a monthly basis, or any more frequent basis as necessitated by construction events. The contractor may submit to the principal for acceptance revisions to the baseline programme.

Acceptance by the principal agent of any programme submitted by the contractor, does not make such programme a contract document, nor does it mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works in accordance with clause [12].

If at any time there is a dispute or difference between the contractor and the principal agent over any matter concerning the programme, immediate steps should be taken to resolve such dispute in terms of clause [30].

3552 Submission of Programme

Within two weeks of the award of the contract the contractor shall submit to the principal agent for his review and acceptance a programme for the whole of the works showing the order of procedure in which the contractor proposes to carry out the works. This programme becomes the baseline programme upon acceptance by the principal agent. The baseline programme shall have regard to the contract completion dates, any other milestones and any restraints set out in the contract. Thereafter, if the actual progress does not conform with the baseline programme, the principal agent is entitled to require the contractor to submit a revised programme showing the order of procedure and periods necessary to ensure completion of the works by the contract completion dates.

The contractor shall furnish any method statements and other details and information required for the principal agent to accept the baseline programme.

The contractor shall supply the principal agent with an electronic copy of each programme, together with a printout bar chart or tabular report in a pre-agreed format. All programmes shall be prepared and submitted using Microsoft Project software. The contractor is required to use this software in preference to any other software he may use. The contractor may apply to the principal agent for permission to use other software provided that a computer loaded with a legally licensed copy of such software is provided by the contractor to the principal agent for use.

Within ten working days of the contractor submitting a programme complete with all the information required by this clause to the principal agent for acceptance, the principal agent will accept the programme or state reasons for not accepting the programme. If such reasons are given, the contractor shall take account of the reasons and resubmit the programme within 10 working days. Reasons for non-acceptance of a contractor's programme may include, amongst others:

- Planned activities, durations, interdependencies, mobilisation periods, production rates, etc. are not practicable, logical or realistic
- Not all required contractual information is indicated
- Non-compliance with the works information
- Key dates, sectional completion dates and completions dates are not accurate
- Calendars do not reflect the intended working weeks and holidays
- Not all major items are included
- Employer and principal agent obligations are not incorporated as events and not logically linked to the programme network
- Due consideration of sub-contractors and direct contractors works not taken
- Float not clearly identified
- Critical path not clearly identified
- Conflict between the programme and the Method Statements
- Insufficient allowance for testing and inspections made

If the principal agent fails to act the programme is deemed to be rejected.

Under no circumstances may the contractor and the principal agent dispense with the submission of the various versions of the programme.

3553 Defaults in Submission of Programme

Should the contractor fail to submit a programme for acceptance as the baseline programme or not



update the programme as described above, the principal agent shall be entitled to withhold 25% of the amount due to the contractor in interim payment certificates until the contractor has complied with its obligations in this regard.

3554 Preparation of Programme Baseline programme

The first programme submitted by the contractor in terms of this clause becomes the baseline programme upon acceptance by the principal agent. The baseline programme shall form the basic strategy for the completion of the works by the contract completion date. The programme to be accepted may either be, at the discretion of the principal agent, in a linked bar chart format or precedence network format prepared using techniques acceptable to the principal agent and shall show as reasonably practicable:

- The activities in all work packages including those by sub-contractors and suppliers, direct contractors and any others.
- The earliest and latest start and finish dates for every activity in each work package. Activities shall include all scope activities and any activities or time durations expected in addition to scope activities.
- Access dates for each phase or section
- The earliest and latest start and finish dates for each phase or section, including dates when the contractor plans to complete work to allow the employer and others to do their work
- Milestone and Key Dates
- Holiday periods
- Dates by which design work or drawings to be produced by the contractor or sub-contractor or suppliers will be submitted to the principal agent for acceptance and dates by which such acceptance will be required from the principal agent, allowing time for submittals, re-submittals and reviews.
- Dates by which samples to be provided by the contractor will be submitted for approval by the principal agent and dates by which such acceptance will be required from the principal agent, allowing time for submittals, re-submittals and reviews.
- Procurement periods and delivery dates for the major items of goods, plant and materials.
- Dates by which work will be ready for testing by the principal agent / employer.
- Details and dates of any information required from the employer regarding:
The work contained in defined provisional sums
- Commissioning periods
- Provisions for float, time risk allowances, quality control procedures, health and safety requirements and any other requirements set out in the contract
- The baseline programme shall also be presented as schedules showing an analysis of the network including:
 - A schedule of all activities tabulated in order of earliest starting date and showing for each activity.
 - Activity number and brief description Preceding and succeeding activity numbers
Duration
 - Earliest and latest starting and finishing dates total
 - A schedule of leads and lags with reasons for them. Excessive leads and lags, negative lags or open/hanging activities, use of fixed dates and any other programming activities that can have the effect of creating false criticality or inhibiting the programme from reacting dynamically to change should be avoided.
 - A schedule of all activities lying on paths containing least float, namely the critical activities
 - A schedule identifying the days of working per week, shifts per working day and holidays. Where multiple calendars are used, this information shall be provided for each calendar accompanied by a schedule indicating the calendar applicable to each activity
 - A schedule giving details of the contractor's resource requirements in terms of manpower, team sizes, tradesmen, work rates, items of plant or equipment and materials and quantities of work allowed for in sufficient detail to explain the activity durations. Activities that may be expedited by use of overtime, additional shifts or any other means shall be identified and explained.
 - A schedule of all submittals and material procurement activities, including time for submittals, re-submittals and reviews and time for fabrication and delivery of



manufactured products. The interdependence of procurement and construction activities shall be included in the schedule.

- A schedule giving the monetary value of each activity for cash flow purposes. The sum of the monetary values shall total the contract sum.

The baseline programme shall be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the work.

The baseline programme shall consider all time risk allowances that may be reasonably expected by the contractor.

The principal agent is entitled to withhold acceptance of a programme showing completion at a date earlier than the contract completion date.

3555 Methods of construction and temporary works

At the same time as the contractor submits the baseline programme for acceptance to the principal agent, the contractor shall submit for acceptance a general description of the arrangements and methods of construction and temporary works designs the contractor proposes to adopt for carrying out the works (the Method Statement). The Method Statement should be fully cross-referenced to the activities in the programme.

The contractor shall submit to the principal agent sufficient information as may be considered reasonably necessary by the principal agent to interpret, evaluate and give acceptance to the Method Statement.

The contractor shall, whenever required by the principal agent, furnish for his information further and more detailed particulars of the Method Statement.

Should the contractor wish to change a Method Statement, or should the principal agent subsequently consider it necessary to amend a Method Statement to which acceptance has previously been given, then the contractor shall submit a revised Method Statement.

Acceptance by the principal agent of the Method Statement does not make the Method Statement a contract document, or mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works in accordance with clause [15.0]

3556 Cash Flow Estimates

Within four weeks of the award of the contract the contractor shall submit to the principal agent for his information a detailed monthly cash flow estimates in accordance with the financial year reporting periods of the employer, of all payment the contractor considers it will be entitled to under the contract. The contractor shall subsequently submit such revised cash flow estimates based on the updated programmes.

3557 Revising and Updating the Programmes

The current programme at any given time during the contract period (whether the baseline programme or any update thereof) and the corresponding method statement shall be revised by the contractor within 10 working days of the contractor changing its methods and / or sequence of working or, if the changes are frequent, revised at least every month. The programme shall also be revised within 10 working days of the approval of any revision of the contract completion date, or whenever circumstances arise that in the opinion of the principal agent affects the progress of the works. Each revision to the programme shall be submitted to the principal agent for review and acceptance. Once a revised programme has been accepted by the principal agent, it replaces the previous baseline or updated programme.

Updates of the programme should be made when significant events which could cause change to the forward planning and/or quantities of the remaining work. Such significant events could be, amongst others:

- Variations and other instructions



- Late information
- Lack of access
- Significant changes in estimates of final quantities affecting required durations of remaining work
- Major slippage of critical or near critical activities

Each revised programme submitted for acceptance shall be presented as or be accompanied by the schedules referred to in these specifications, together with any amendments to the Method Statement.

The baseline programme shall be updated for actual progress at least once every month and the updates shall be archived as separate electronic files for record purposes. The updates shall be to all scope activities and any additional activities carried out or time durations experienced in addition to the scope activities. Actual progress shall be recorded by means of actual start and actual finish dates for activities, together with percentage completion and/or remaining duration of currently incomplete activities. Any periods of suspension of an activity should be noted in the updated programme. Each updated programme shall be submitted to the principal agent for acceptance as a record. It is possible due to delays that these updated programmes may show completion later than the contract completion dates. Acceptance by the principal agent of updated indicating completion dates later than contract completion dates, will not constitute acceptance of the delay(s).

The updated programmes will be used by the principal agent to monitor the contractor's performance against the baseline programme, forecast work to be performed in the subsequent period and to assess revisions of the contract completion dates at the time the cause of the delay occurs. In order to provide effective monitoring of performance, the contractor shall also provide the principal agent the progress reports as requested by the principal agent.

3.5.6 MANAGEMENT OF THE WORKS

3.5.6.1 Applicable SANS 1921 Standards

- | | | | |
|---|------------------|--------|---|
| • | SANS 1921-1:2004 | Part 1 | General Engineering and Construction Works |
| • | SANS 1921-2:2004 | Part 2 | Accommodation of Traffic on Public Roads Occupied by the Contractor |
| • | SANS 1921-4:2004 | Part 4 | Third-party Management Support in Works Contracts |
| • | SANS 1921-5:2004 | Part 5 | Earthworks Activities which are to be Performed by Hand |

3.5.6.2 Particular Specifications

Refer to C3.6 ANNEXES

3.5.6.3 Planning and Programming

Construction Programme

The programme shall clearly show the order in which the Contractor proposes to carry out the Work, the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

This programme shall be in the form of a bar chart with the critical path clearly defined and will include the allowance for abnormal climatic conditions as specified in the Tender Data.

Material Delivery Programme

The Contractor must prepare a programme showing their planned material delivery dates, and to this end, they must ensure that orders are placed timeously with suppliers to meet their programme. Extension of time may be granted for non-availability of materials, subject to the Contractor satisfying the Employer's Agent that the orders were timeously placed.

3.5.6.4 Sequence of the Works

In order to complete the contract timeously, it is proposed that some of the activities listed in clause C3.5.1.3 above, be undertaken concurrently. All areas of the proposed construction site will be



available to the contractor from the start of the contract. Construction activities must however be undertaken according to the approved programme and disruption of traffic and usual activities on the site must be kept to a minimum.

3.5.6.5 Methods and Procedures

The Contractor is required to produce method statements for all civil and electrical engineering activities in particular excavation.

The Contractors attention is drawn to the requirement for Method Statements for various activities included in this document as per C3.6.3.

The Employer's Agent must approve all method statements regarding construction activities.

The Contractor shall ensure that their staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work

3.5.6.6 Quality Plans and Control

3.5.6.7 Contractor to engage services of an independent laboratory

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

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

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in Sub clause PSA7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

3.5.7 Accommodation of Traffic on Public Roads Occupied by the Contractor

The Contractor shall be responsible for the safety of all vehicular and pedestrian traffic affected by their work and shall provide all the necessary warning signs, barricading and lighting as necessary, fully in compliance with the requirements of the SADC Road Traffic Signs Manual and with the approval of the local Municipality Traffic Department.

The Contractor shall be responsible for the safe and unrestricted accommodation of all traffic along all roads, sidewalks and parking areas affected by construction from the date that the site is handed over to the date of completion and at any time during the period of maintenance when work is undertaken and shall comply with all provisions of the General Conditions of Contract. Should roads, sidewalks and parking areas be affected as a result of repairs to the works during the period of maintenance, then all costs of accommodating traffic shall be borne by the Contractor.

Work is to be programmed such that vehicular traffic and pedestrian movement around the working areas is not unduly hindered.

The onus of complying with the Road Traffic Ordinance No 21 of 1966, as amended, rests solely with the Contractor, and failure to comply with the Ordinance or with the orders of the Employer's Agent in respect of accommodation of traffic/pedestrians shall result in financial penalties as indicated in Bill of Quantities and be cause for the cessation of the works until such time as the said compliance has been achieved.



All temporary road signage shall be erected in accordance with the SARTSM Volume 3 Chapter 13.

The Contractor shall be responsible for liaising with the Stellenbosch Municipality Traffic Department and Engineering Department to obtain approval for any traffic deviation. Two weeks prior to the commencement of relevant work, the Contractor shall submit a traffic and pedestrian management plan to the Employer's Agent and Stellenbosch Municipality: Traffic Department for approval. The plan shall be in accordance with the SARTSM Volume 3 Chapter 13.

The Contractor shall be responsible for the managing and controlling the movement of pedestrians adjacent to be work area.

Payment for accommodation of traffic shall be made within the Bill of Quantities which shall include for everything necessary, temporary fencing, barricades, delineators, flagmen, etc., to accommodate the vehicular and pedestrian traffic.

Where the contractor has failed to comply with statutory regulations with regards to accommodation of traffic (vehicular or pedestrian) or damage of trees, they will be penalised to the extent as indicated in the Bill of Quantities. The decision to apply penalties will be the Employer's Agent's prerogative and will not be subject to negotiation/discussion or appeal by the Contractor. Penalties will be deducted from amounts due to the Contractor in the monthly certificate that follows the date when the transgression occurred.

3.5.8 Other Contractors on Site

The Contractor will have sole possession of the site and will not have to deal with other contractors, except his own subcontractors.

3.5.9 Testing, Completion, Commissioning and Correction of Defects

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his works, the Employer's Agent will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Employer's Agent with the results of his check testing indicating that the work is to specification.

Failure by the Contractor to notify the Employer's Agent 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 Employer's Agent will be under no obligation to the Contractor to perform the tests. If the Employer's Agent elects not to perform a particular test after notification by the Contractor, he will issue the Contractor 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 his responsibilities under the specification or in any way limit the tests, which the Employer's Agent may call for or perform in terms of the specification.

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

All acceptance testing by the Employer's Agent 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 the billed amount plus the tendered mark-up. A Provisional Sum has been provided in Schedule A, Section 1 of the Bills of Quantities to allow for the cost of such testing. The Contractor shall make allowance for testing procedures in his construction programme.

The Certificate of Completion shall only be issued upon the submission of all the as-built information and operating instructions as necessary.



Correction of Defects will be treated as stipulated in SANS.

3.5.10 Recording of Weather

The contractor shall provide a rain gauge and maximum/minimum thermometer. They shall erect them according to the requirements of the weather bureau. The contractor shall record and keep a record of the daily rainfall and maximum/minimum temperatures and supply the data to the Employer's Agent weekly.

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

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, strong winds, extremes of temperature and any consequential delays as a result thereof. However, if delays to activities due to the above causes exceed the number of allowed working days as given in the tender data, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted for each day or half-day delay more than the defined normal conditions.

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 prevails or disrupts critical work:

January	2 days
February	2 days
March	2 days
April	3 days
May	3 days
June	4 days
July	4 days
August	4 days
September	4 days
October	2 days
November	2 days
December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously for each day or half day as experienced.

Furthermore, where the critical path is not affected, no extension for abnormal climatic conditions or for any other reason will be entertained.

3.5.11 Format of Communications

All instructions or requests need to be confirmed in writing through:

- Site instructions
- Requests for inspections
- Refer to C3.6 - Annexes for Occupational Health and Safety and CEMP requirements respectively.

3.5.12 Key Personnel

The Contractor and Employer's Agent must compile a schedule of their Key Personnel with their contact numbers and keep it updated. The list must be made available to the Employer's Agent, Employer and Contractor.

Construction Manager: Verifiable experience of being in the position of Construction Manager for a minimum of 3 building and road pavement projects, for the entire duration of the project, of which at least one must have been of a value in excess of R10 million (including VAT) (i.e. value equating to a



CIDB grading of 6 or higher).

3.5.13 Management Meetings

The following formal project meetings will be held at the office of the Employer's Agent's Representative between the representatives of the Employer, Employer's Agent and the Contractor:

Technical meetings (every two weeks – alternating fortnightly with Progress meeting) Progress meetings (every two weeks – alternating fortnightly with Technical meetings)

Technical meetings are held to discuss technical issues relating to the construction of work and can be held at ad hoc intervals as required by events occurring on site.

Progress meeting are held to discuss issues relating to the Contract.

The representatives must have the necessary delegated authority in respect of aspects such as planning, change management and health and safety. The Contractor shall allow for regular on-site project co-ordination meetings in their programme. It will be required that the Contracts Manager and Site Agent attend all project meetings.

The cost of the requirements above shall be included in rates for Time Related Items.

3.5.14 Daily Records

The Contractor shall be required to maintain a daily record of all construction activities taking place on site which shall include details of plant, personnel, and visitors as well as other events such as weather conditions or any circumstances that may have a bearing on the nature and progress of his operations.

The Contractor shall be required to provide a detailed report at each progress meeting. The report shall be in a format to be agreed with the Project Manager and shall contain the following:

- Details of actual progress versus programme for each construction activity.
- A daily record of rainfall and other weather events that could affect the work.
- Details of any delays that have occurred due to weather or any other cause.
- A record of resources (personnel, plant and equipment) present on site.
- Details of any accidents or lost time incidents that have occurred.
- A list of information required.

3.5.15 Payment Certificates

The Employer's Agent's certificate will be issued only after receipt by them of a draft certificate prepared by the Contractor at their own expense in the form prescribed by the Employer's Agent. The cost of duplicating and delivering copies of the certificate to the Contractor, the Employer's Agent and the employer shall be borne by the Contractor.

Before any payment for materials on site is certified by the Employer's Agent, the Contractor shall submit to the Employer's Agent for approval cessions from each of the Contractor's suppliers vesting ownership of materials delivered for use on the site or any authorised extended site to the Contractor.

3.5.16 Proof of Compliance with the Law

The Contractor shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract and shall produce documentary evidence when requested for all aspects.



C3.6 Annexes

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ANNEX 1

MONTHLY PROJECT LABOUR REPORT

Instructions for completing and submitting this form

- General**
- The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in black ink.
 - Incomplete / incorrect / illegible forms will not be accepted.
 - Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted services / works) shall apply to the completion and submission of these forms.
 - This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406 or email EPWPLR@capetown.gov.za.
- Project Details**
- If a field is not applicable insert the letters: NA
 - Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of tenders the contract name and number must reflect the term tender as advertised.
 - On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.
- Workers Details and Work Information**
- Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

- Jobseeker Database Reference Number**
- Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils
- New workers: Training; Reporting Threshold**
- A new worker is one in respect of which a new employment contract is signed in the current month.
 - Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
 - All formal accredited / non-accredited training that does not form part of on-the-job training
 - Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this format all.
- Submission of Forms**
- Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
 - Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
 - If a computer is not available hardcopy forms and supporting documentation will be accepted.
 - Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		CONTRACT OR WORKS PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")			
JAN	FEB	MAR	APR
MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC
YEAR (insert last 2 digits)			
2 0			
ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)	
2 0		2 0	
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)			
R ?			



ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:										
				Year	Month	of				

No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) Rate of pay per day (R – c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
								0	0 R	-

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent Project Manager/ Representative:	Name		Signature	
	Date			



• **ANNEX 2**

CONTRACT NO. AND NAME:

CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

Name of Sub-contractor (list all)	B-BBEE Status Level of Sub-contractor ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
		R	R	R
		R	R	R
		R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

**Declared by Contractor
to be true and correct:**

Date:

**Verified by Employer's
Agent/
Employer's Agent's
Representative:**

Date:



• ANNEX 3

CONTRACT NO. AND NAME:

CONTRACTOR:

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Joint Venture	
--	---	--------------------------------------	--

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*100
		%	R	R	%
		%	R	R	%
		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by Contractor
to be true and correct:

Date: ..

Verified by Employer's
Agent/ Employer's
Agent's
Representative:

Date: ..



• **ANNEX 4**

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	Specified Targeted Labour Contract Participation Goal	%
---	---	---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
	R	R	R
	R	R	R
	R	R	R
¹ Documentary evidence to be provided			Total: R
			Expressed as a percentage of P* %

Signatures

**Declared by Contractor
to be true and correct:**

Date

**Verified by Employer's
Agent/
Employer's Agent's
Representative:**

Date



ANNEX 5 Variations and Additions to Requirements of Standardised SANS 1200 Specifications: General, Civil and Structural Works

VARIATIONS TO STANDARD SPECIFICATIONS:

PSA GENERAL

PSA1 APPROVAL OF MATERIAL (Sub clause 3.1)

The Employer's Agent will take samples from stockpiles of proposed construction materials on site. Approval would not be granted for samples delivered directly to the Employer's Agent's Office.

The Contractor shall be responsible for the cost of all failures on test samples and acceptance testing.

PSA2 ACCOMMODATION OF TRAFFIC (Sub-clause 5.2)

PSA2.1 General

The Contractor shall ensure that all access routes which are affected by the Works and/or Temporary Works are kept in a safe condition for pedestrian and vehicular traffic.

The Contractor shall organise his work so as to reduce the inconvenience to traffic to a minimum, and no public road shall be completely closed without prior approval.

The Contractor shall provide and maintain in proper condition all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to flow in both directions. They shall provide flagmen at all deviations and/or obstructions.

All signs shall be in English, Afrikaans and Xhosa languages and all traffic signs and control of traffic shall be in accordance with the South African Road Traffic Signs Manual.

The Contractor shall liaise with and co-operate with the relevant Traffic authorities wherever the works affect existing roads. The Contractor shall sign an indemnity clearing the Local Authority, as applicable, from all liabilities in respect of excavations and works on or adjacent to trafficked roads.

PSA2.2 Measurement and payment PSA2.2.1

Accommodation of traffic Unit: Sum

Payment for this item shall include for all work necessary to comply with this Project Specification not covered by the specific pay items below. Subject to the provisions of SANS 1200A 8.2.3 and 8.2.4, payment of incremental amounts (calculated by the division of the tendered sum by the number of months required to complete the site activities for which the relevant sum was tendered) will be authorised in each of the subsequent progress certificates until the sum tendered has been paid.

PSA2.2.2 Working alongside Residential Roads (Trenching falling outside roadway) Unit : m

PSA2.2.3 Working within Residential Roads (Trenching falling within roadway) Unit : m

Payment for the above items shall be deemed to be full compensation for the following:

- a) The maintenance of existing roads and any deviations or temporary sections of road during the period of the contract.
- b) Supply, erection, moving and all subsequent re-use on site, including maintenance, removal to store and final removal of all barricades, barriers, signs and flashing lamps.
- c) Supply, installation, moving and all subsequent re-use on site, including maintenance, removal to store



PSA3 APPROVED LABORATORIES (Sub clause 7.2)

The Contractor in conjunction with the Employer's Agent 's Representative shall execute day to day testing such as, P.I's, gradings, densities, air tests gravity sewers, pressure tests for water mains, etc. Accurate records of all control testing shall be kept by the Contractor and copied to the Employer's Agent on a regular basis. In addition, acceptance testing as well as more sophisticated testing shall be done by the Employer's Agent 's Laboratory.

The Contractor shall ascertain that his site staff are capable of executing his quality control testing as required by the various sections of the Specifications. The Employer's Agent 's site staff shall witness and verify the Contractor's testing before doing their acceptance testing.

PSA3.1 Payment procedure for acceptance testing

Costs for quality control testing shall be borne by the Contractor. Cost for acceptance testing by the Employer's Agent 's laboratory excluding failures shall be borne by the Employer.

The procedure for payment of the Employer's Agent 's Acceptance Testing will be as follows;

-The Employer's Agent 's laboratory will invoice the Contractor with all acceptance testing costs including successful tests.

-The Contractor shall be reimbursed for all successful acceptance tests via the monthly Payment Certificates.

PSA4 DEALING WITH WATER ON WORKS

In addition to the requirements of Sub clause 5.5 of SANS 1200 A - 1986 General, the Contractor shall design, construct and maintain all drains and other temporary works necessary for the dewatering and flood protection of the permanent works. All methods of dewatering and flood protection shall be to the approval of the Employer's Agent.

Having served their purpose, all temporary works shall be removed, backfilled or levelled such that the operation of the works shall not be affected in any way.

The Contractor shall be responsible for and shall repair at his expense any damage to the foundations, structures or any part of the works caused by floods, water of failure of any part of the dewatering and flood protection works.

The cost of all flood protection and dewatering measures shall be included in the relevant items in Section 1 of the Schedule of Quantities.

PSA5 METHOD OF MEASUREMENT (Sub clause 8.1.1)

The quantities listed in the Schedule of Quantities do not govern final payment. Payment to the Contractor will be made only for the actual quantities of contract items performed in accordance with the plans and specifications and if upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the Schedule of Quantities the rates and prices contained in the Schedule of Quantities will prevail.

PSA6 AS-BUILT INFORMATION

As the works are progressing, the Contractor shall mark on his drawings, after checking the information, all as-built details and submit them to the Employer's Agent 's Representative for approval on a weekly basis. Payment shall be made under "Contractual Requirements."

PSA7 DAYWORKS

This Daywork Schedule will be used at the discretion of the Employer's Agent for valuation of extra work which cannot conveniently be valued at rates submitted in the Schedule of Quantities. The rates entered for labour and materials shall be inclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances.



PSAB EMPLOYER'S AGENT'S OFFICE

PSAB1 NAMEBOARDS (SUBCLAUSE 3.1)

Establishment of the Contractor's name board will be allowed in the area of the works, at a position approved by the Employer's Agent, who may at any time order its removal if any objections are received.

One project name board shall be established within 14 days of the commencement of construction and shall be placed where ordered by the Employer's Agent. Any damage to this board shall be repaired within 14 days of a written instruction received from the Employer's Agent. For details of the boards refer to the Standard Drawings contained in this document.

The board shall be manufactured from materials specified in Clause 3.1 of SANS 1200 AB but shall conform in the painting, decorating and detail with the recommendations for the 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.

PSAB2 OFFICE BUILDINGS (SUBCLAUSE 3.2)

The Contractor shall supply, maintain and service a boardroom of 20 m² minimum floor area able to seat 10 people for joint use by him and the Employer's Agent's Representative. This room shall be equipped with adequate lighting, chairs, tables, a 2 m² noticeboard and a 2 m² blackboard.

The Contractor shall provide and maintain a plumbed toilet with washbasin suitable for use by the Employer's Agent's team. The Employer's Agent shall be entitled to order provision of a separate facility for this use, at no extra payment, should a shared facility with the Contractor prove unsatisfactory.

PSAB3 CELLULAR PHONE (CLAUSE 4.1 AND 5.4)

The contractor will be required to reimburse the Employer's Agent's Representative for the cell phone and data costs up to a maximum of R600.00 per month as soon as the contract has commenced. Payment for the above item shall be deemed to be included in the Contractors Time Related Preliminaries.

PSAB4 SURVEY EQUIPMENT

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

- a) 1 tacheometer capable of reading to 20 seconds of arc or a total survey station.
- b) 1 engineer's level and levelling staff.
- c) 2 tacheometer staves graduated metrically.
- d) 1 steel tape of 50 m length.
- e) Wooden and steel pegs and hammers as required.

The tacheometer may by arrangement be shared between the Contractor and the Employer's Agent's Representative, but the remaining instruments shall be provided for the exclusive use of the Employer's Agent's Representative. The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Employer's Agent and the Employer against any claims in this regard. The tacheometer and engineer's level are to be serviced prior to the commencement of work and proof thereof to be issued to the engineer. The Contractor shall also maintain the equipment in good working order throughout the Contract period.

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



PSAB5 LABOUR (SUBCLAUSE 5.2)

The Contractor shall on request allocate two suitable labourers to the Employer's Agent's Representative for surveying and control of the Works.

PSAB6 SITE INSTRUCTIONS

The Employer's Agent shall supply his own site instruction book for specific use on the site.

The Contractor shall at his own cost, supply his own triplicate book for his site correspondence and inspection requests to the Employer's Agent's Representative. Reasonable notice time shall be allowed prior to inspections. All inspection requests and approval/disapproval thereof shall be recorded by the site staff in writing.

PSC **SITE CLEARANCE**

PSC 3 **MATERIALS:**

PSC 3.1 **Disposal of Materials (SANS 1200C CI 3.1)**

Replace the first sentence with the following:

"All materials generated by clearing, grubbing, removal of asphalt premix, removal of precast concrete edge restraints (ie barrier kerbs, channel, etc) and demolition of fences and structures shall be disposed of at a licensed registered municipal dump site located by the Contractor". The site shall have the approval of the Engineer/Principal Agent, the Local Authority, and the Environmental Officer (when applicable).

Payment for the clearing, loading, transport, dumping fees and any other requirement or cost incurred shall be included in the rate submitted.

No burning of any material will be allowed on site

PSC 5 **CONSTRUCTION:**

PSC 5.1 **Areas to be cleared and grubbed (SANS 1200C CI 5.1)**

Add the following to the last paragraph:

"The Contractor shall programme their work in such a manner that re-clearing is not required. The cost of re-clearing shall not be borne by the Employer."

PSC 5.2 **EXISTING TREES**

PSC 5.2.1 **Protection of Trees**

The Contractor shall take due care not to damage trees during construction. The Contractor will be held responsible for rehabilitation of trees damages due to indiscriminate worker negligence.

When tree branches or roots are damaged, branches and roots are to be cut back, as directed by the Engineer, at 90 degrees to the angle of growth and the exposed face to be treated with an anti-fungal application approved by the Landscape Consultant. The Cost of the trimming back and anti-fungal application will be borne by the Contractor.

PSC 5.2.2 **Pruning of tree foliage and trimming of tree roots**

Where instructed by the Engineer, the Contractor will reduce tree foliage and root bowl spread. The pruning of tree foliage and trimming of roots shall be undertaken under the supervision of a specialist horticulturalist or botanist approved by the Engineer.

The rate for supervision of the specialist horticulturalist or botanist shall be deemed

PSC 5.3 **Removal, cleaning, storing precast concrete edge restraints**

The Contractor shall carefully remove precast concrete edge restraints (ie barrier kerbs, channels, etc), clean and store for reuse, alternatively dispose of as instructed by the Engineer,

During the removal of edge restraints, the Contractor must minimize damage to the adjacent road pavement. Where the Engineer deems unnecessary damage has occurred to the adjacent road pavement the cost to repair the damaged road pavement will be borne by the Contractor.

PSC 5.4 Saw-cutting existing asphalt premix

Where trenching is required through existing asphalt premix or where a section of road is to widened / altered, the Contractor shall cut the existing surfacing with a mechanical saw along line specified to a minimum depth of 2/3 of the asphalt layer thickness, or as instructed by the Engineer. The existing asphalt shall be carefully removed, so that the adjacent asphalt remains undisturbed and the bond between asphalt and base is not broken.

Where instructed a bituminous tack coat shall be applied to the exposed surfaces of the base and asphalt in the excavation.

PSC 5.5.1 Removal of asphalt premix surface

Asphalt surfacing will only be removed between saw cut lines. The Contractor is solely responsible for the deployment of suitable equipment to remove asphalt premix. Indiscriminate removal resulting in damage to asphalt premix adjacent to saw-cut lines will not be tolerated. Nor will the breaking of the bond between asphalt premix and the base be tolerated.

PSC 5.5.2 Disposal of Asphalt Premix

Refer CI PSC 3.1

PSC 8 MEASUREMENT AND PAYMENT

Add the following payment items:

PSC 8.2.11 Remove and spoil kerbs Unit: Meters

The rate shall cover the cost of removing precast concrete edge restraints (ie barrier kerbs, channels, etc) , cleaning and storing for reuse, alternatively spoiling damaged units at a licensed municipal dump site. Care should be taken to protect the adjacent road pavement whilst removing edge restraints. Repairs to the road pavement emanating from Indiscriminate damage will be for the Contractor's account.

PSC 8.2.12 Saw cutting of asphalt premix Unit: Meters

The rate for saw-cutting include the setting out of lines to be cut, the cost of providing a mechanical plant and all other ancillary requirements required for saw-cutting

PSC 8.2.14 Disposal of removed asphalt premix Unit: m²

The rate tendered for the removal of asphalt premix shall include the cost for loading, transporting, offloading, dumping fees at a registered , licensed dump site selected by the Contractor

PSC 8.2.14 Pruning of a single tree foliage spread Unit: No

The unit of measurement will be pruning a tree branch, the disposal thereof as per PSC 3.1 and the treatment of the cut face with an approved antifungal application in accordance with the manufacturer's specification.

PSC 8.2.15 Removal of trees roots exposed in trench excavations Unit: No

The unit of measurement will be for cutting a tree root , the disposal thereof as per PSC 3.1 and the treatment of the cut face with an approved antifungal application in accordance with the manufacturer's specification

PSD **EARTHWORKS**

PSD1 **CLASSIFICATION FOR EXCAVATION PURPOSES (SUBCLAUSE 3.1)**

Delete SANS 1200 D Sub clause 3.1 and replace as follows:

PSD1.1 **Method of classifying (Sub clause 3.1.1)**

The Contractor may use any method they choose to excavate any class of material but their chosen method of excavation shall not determine the classification of the excavation. The Employer's Agent or their Representative will decide on the classification of the materials. In the first instance the classification will be based on inspection of the material to be excavated and on the criteria given in PSD 1.2 (a) and (b).

In the application of this classification, no differentiation shall be made between "bulk" or "restricted excavations".

For excavation and compaction purposes, the sandy material shall be classified as sand in terms of PSDB4.

PSD1.2 **Classes of excavation (sub clause 3.1.2)**

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

a) **Hard rock excavation**

Hard rock excavation shall be excavation in material (including undercomposed boulders exceeding 0,17 cubic metres in individual volume) that cannot be efficiently removed without blasting, wedging and splitting or by pneumatic means.

b) **Soft excavation**

Soft excavation shall be all material not falling into the category of hard rock excavation.

PSD2 **COMPACTION**

All granular cohesionless sand fill shall be compacted to 100% Mod AASHTO unless otherwise indicated on drawings or by written instruction by the Engineer.

PSD3 **BLASTING**

In addition to the provisions of SANS 1200 Section D : Earthworks Clause 5.1.1.3 the following shall apply:

PSD3.1 **Overbreak**

The Contractor shall make good at their own expense any additional excavation necessitated by the shattering of rock in excess of the following overbreak allowances:

a) **Overbreak in the width : 200 mm**

Overbreak in the depth : 150 mm below invert level.



PSD3.2

Excavation of rock by blasting

In addition to complying with the provisions of Clause 5.1.1.3 above, the Contractor shall record for the information of the Employer's Agent the spacing and loading of the charge in each blast and monitor the velocities but compliance with this or any other requirement will not relieve the Contractor of any responsibility in terms of the Contract. The Contractor shall not carry out blasting within 10 m of any service or within 25 m of any building.

Blasting patterns will be designed by experts to limit the particle velocities to the following :

- a) At services : 50 mm/sec peak particle velocity.
- b) At any building : 25 mm/sec peak particle velocity.

The velocities shall be monitored at the service and building closest to the blast on each occasion and a copy of the recordings given to the Employer's Agent.

Pre-blast surveys including photographs shall be taken of buildings within 50 metres of the blast and written confirmation obtained from the owner. All this work shall be undertaken by the Contractor at their own expense.

PSD4

FREEHAUL (SUBCLAUSE 5.2.5.1)

All haulage on site and between construction areas shall be regarded as freehaul

PSDB

EARTHWORKS (PIPE TRENCHES)

PSDB1

CLASSES OF EXCAVATION (Sub clause 3.1)

Add :

"Notwithstanding the provision of this Sub-clause the excavation of material will be classified as specified in Clause PSD 1.

Where for reasons of inaccessibility or any other reason that excavation cannot be carried out by mechanical means, and where so directed by the Employer's Agent, the trench shall be excavated by hand."

The final classification of material will be at the discretion of the Employer's Agent or their representative.

PSDB2

SPECIAL WATER HAZARDS (Sub clause 5.1.2.2)

In addition to the Contractor's responsibilities for dealing with water, as set out in PSA4, the Employer's Agent may order the Contractor to place a crushed stone bedding layer (minimum thickness 150 mm) on the trench bottom.

Should the trench bottom conditions remain unstable due to the nature of the soil and the degree of saturation, the Employer's Agent may order the Contractor to install a filter fabric on the trench bottom prior to the provision of the stone layer. After placing the stone bedding, the filter fabric shall be folded over the stone with a minimum overlap of 300 mm to form an enclosed drain. The specified bedding material shall then be used to bed the pipe.

The Contractor shall only provide and lay the stone bedding layer and filter fabric after receipt of the written order to do so from the Employer's Agent.



PSDB2.1

Measurement and payment

The cost of dealing with water as specified in Sub clause PSA4 will be held to have been included in the tendered sums for excavation and under the relevant items in the Preliminary and General section of the Schedule of Quantities.

a) Stone Bedding in water-logged conditions

Where the use of a layer of crushed stone in the trench bottom has been authorised by the Employer's Agent it will be measured by volume calculated according to the length multiplied by the minimum base width and specified thickness.

The tendered rate shall cover the cost of all additional excavation and preparation of the trench bottom to accommodate the layer of stone, the removal of unsuitable material, the supply and placing of a 150 mm thick layer of stone over at least the specified width and all related activities in order to produce a stable platform.

b) Geotextile filter fabric

Where the Employer's Agent has authorised the use of geotextile filter fabric, this shall be measured by area as:

$2 \times (\text{specified minimum base width} + 300 \text{ mm}) \times \text{nett length}.$

The tendered rate shall include the cost of supply, placing and losses as a result of overlaps and over excavated trench widths.

PSDB3

MINIMUM BASE WIDTH (Sub clause 5.2)

A side allowance of 300 mm on each side will be applicable to pipes of diameter less than 125 mm. Minimum widths for ducting and cables shall be as required on the relevant drawings.

PSDB4

COMPACTION (SUBCLAUSE 5.7)

All trenches shall be backfilled and compacted to 100% of Modified AASHTO density in sand and not less than 93% in the case of cohesive materials. There will be no separate payment for compaction in road reserves as specified in SANS 1200 DB item 8.3.3.3.

Sand is defined as material that conforms to the following:

% passing :	4,74 mm sieve	95% min
	0,425 mm sieve	50% min
	0,075 mm sieve	10% max

Plasticity Index : Non Plastic

PSDB5

SHORING

Shoring will be measured and paid for in areas where the sides are unstable and widening of the trench is not possible, impractical or uneconomic. The onus is on the Contractor to request the Employer's Agent to order shoring. The order for shoring shall be given in writing and shall not unreasonably be withheld.

Shoring of unstable trench sides will be measured per linear metre of trench shored whether both sides of the trench are shored or not and irrespective of the depth of the trench.

The rate shall include full compensation for all plant labour and materials required to provide the shoring and shall include for the additional inconvenience of working in a shored trench, and for any damage or replacement of the shoring after blasting, and for widening the trench to accommodate the shoring and walling.



PSLB **BEDDING (PIPES)**

PSLB1 **BEDDING (Sub clause 3.3)**

PSLB1.1 **General**

uPVC and HDPE pipes are to be considered as flexible and bedding details suitable for flexible pipes shall be used throughout. (Class B).

Sand, as specified in PSDB4 shall be suitable for use as bedding material.

PSLC **CABLE DUCTS**

PSLC1 **SCOPE (Clause 1)**

Drawing numbered LC-1 is replaced by the standard details in so far as telecommunication ducts are concerned. The Contractor is referred to Standard Drawings and specific conditions relating to Telkom ducts included herewith.

PSLC2 **DUCTS (Sub clause 3.1)**

Electricity ducts shall be 110 mm and 160 mm diameter uPVC Heavy Duty Class 34 pipes supplied by the Contractor.

PSLC3 **BEDDING (Sand)**

Bedding sand shall be mixed with minimum 3 % cement by mass.

PSLC4 **TRENCH WIDTHS AND DEPTHS (Sub clause 5.1.1.2)**

Delete paragraph (a) and replace with :

- a) 650 mm for telephone services.

Delete paragraphs (b) and (c) and replace with :

- b) 800 mm for all electric cables,

Add the following :

Where this specified depth is such that the level of the duct conflicts with other service pipes, the Employer's Agent will modify the duct depth so as to pass over or under the service pipe.

PSLC5 **ROAD CROSSINGS (Sub clause 5.8)**

Add the following to Sub clause 5.8

Ducts together with draw wires shall be laid at right angles across road carriageways unless otherwise indicated on the drawings and shall extend 1,0 m beyond the edge of the road or sidewalk in the case of electrical ducts and as indicated on the drawings in the case of Telkom ducts, or as directed by the Employer's Agent.



PSLC6

DUCT ROUTE MARKERS (Sub clause 5.9)

Position to be Marked (Sub clause 5.10)

The following to be read in conjunction with Subclasses 5.9 & 5.10 :

Notwithstanding the method of marking specified in Sub clause 5.9 and the positions to be marked specified in Sub clause 5.10, the Contractor shall mark the position and type of all ducts on kerbs by cutting the following symbols 5 mm deep into the concrete surface with an angle grinder.

E for electricity ducts

After the symbols have been cut a number of notches shall be cut next to the symbol indicating the number of ducts laid. The symbol and figure shall be painted with an approved red paint.

After the laying of road kerbs and channels the Contractor shall re-excavate the duct trench at the ends of the ducts before marking the position of the duct crossing. The subsequent backfilling of the duct ends shall not be carried out until the Employer's Agent has inspected and approved the position of the markings. The tolerance on marking shall be such that when a line is strung over the centre of the markings the centre of the duct or duct group shall be within 150 mm either side of the line.

PSLC7

CABLE MARKERS (Sub clause 8.2.8)

Add the following to the last paragraph of Sub clause 8.2.8 :

The tendered rate shall also include for all costs involved in sealing and marking duct ends and the re-excavation and backfilling for marking purposes.

PSLC8

CEMENT TREATED BEDDING

The unit of measurement shall be the Cubic metre.

The tendered rate shall cover the provision of 1200 LB 8.2.1 and shall include for the supply and mixing of the cement as specified in PSLC 3.

PSLE	STORMWATER DRAINAGE
PSLE1	<p>CONCRETE PIPES (Sub clause 3.1)</p> <p>Pipes for stormwater drainage shall be reinforced concrete Class 100D as scheduled, with spigot and socket joints fitted with rubber rings.</p>
PSLE2	<p>PREFABRICATED CHAMBERS AND SHAFTS (SUBCLAUSE 3.4.2)</p> <p>Brick manholes may be used for depths up to 2.0 m as an alternative to precast concrete manholes.</p> <p>The maximum length of the shaft shall be 600 mm or as indicated on drawings.</p>
PSLE3	<p>MANHOLE COVERS, GRID INLETS ETC (SUBCLAUSE 3.4.3)</p> <p>Notwithstanding the requirements of Sub clause 3.4.3 and the Specification drawings bound in the document, all covers and frames shall be Type 2A ductile iron in accordance with SANS 558, unless otherwise specified.</p>
PSLE4	MEASUREMENTS AND PAYMENT (SUBCLAUSE 8.2)
PSLE4.1	<p>Supply and Install Manholes (Sub clause 8.2.8)</p> <p>For measurement and payment purposes the depth of a manhole is defined as the depth from the top of the cover to the invert level to the manhole.</p>



PSM	ROADS (GENERAL)	
PSME	SUBBASE	
PSME1	MATERIAL (SUBCLAUSE 3.2.1(d))	
	<p>The subbase layer shall consist of crushed stone or natural gravel from commercial quarry and should have CBR after soaking of not less than 45% at 95% Mod AASHTO density. Crushed rubble will not be allowed or accepted. For calcrete material, the maximum percentage passing the 2 mm sieve shall not exceed 65%. The Regional Factor for this area is 0,6. The maximum stone size shall not exceed $\frac{1}{3}$ compacted layer thickness and a minimum grading modulus of 1.5 should be obtained.</p>	
PSME2	LAYER THICKNESS (SUBCLAUSE 5.4.1 & 6.1.4)	
	<p>Layer thicknesses shall be 150 mm or otherwise stated.</p>	
PSME3	COMPACTION (SUBCLAUSE 5.4.4)	
PSME3.1	<p>The subbase shall be compacted to a minimum density of 96% Mod AASHTO.</p>	
PSME3.2	<p>Add the following new Sub clause 5.4.4.3</p> <p>The layer thickness specified shall be a net homogeneous layer. Only the homogeneous layer will be measured for payment purposes.</p>	
PSME4	BENCHING	
	<p>Where the material is placed adjacent to an existing layer, the existing material shall be benched back to a vertical face stepped back on the subbase layer as shown on the drawings to omit a vertical construction joint in the pavement structure between new and existing layers. The length of the benching between old and new will be measured for each layer.</p>	
PSME5	INSITU RECONSTRUCTION OF EXISTING PAVEMENT LAYER	
PSME5.1	<p>Measurement and payment</p>	
PSME5.1.1	Construct subbase with G5 material from In-situ reconstruction	Unit : m ³
	<p>Payment for this item shall include for all work necessary to comply with this Project Specification. The unit of measurement shall be the cubic metre of compacted pavement layer reworked in situ, the quantity of which shall be calculated in accordance with the authorized dimensions of the completed layer.</p> <p>The tendered rate shall include full compensation for breaking up the existing pavement layer to the specified depth, breaking down and preparing the material, placing and compacting the material as well as the protection and maintenance of the layer, conducting control tests, measuring and demarcating the work where layers are reprocessed partly, protecting the adjacent pavement and its repair should it be damaged.</p> <p>The tendered rate shall also include full compensation for spreading and mixing in any additional material should the existing layer thickness be inadequate and it be specified or instructed by the Employer's Agent that the thickness be increased.</p>	



PSME5	INSITU RECONSTRUCTION OF EXISTING PAVEMENT LAYER
PSME5.1	Measurement and payment
PSME5.1.1	Construct subbase with in-situ G5 material. Unit : m ³
	<p>Payment for this item shall include for all work necessary to comply with this Project Specification. The unit of measurement shall be the cubic metre of compacted pavement layer reworked in situ, the quantity of which shall be calculated in accordance with the authorized dimensions of the completed layer.</p> <p>The tendered rate shall include full compensation for breaking up the existing pavement layer to the specified depth, breaking down and preparing the material, placing and compacting the material as well as the protection and maintenance of the layer, conducting control tests, measuring and demarcating the work where layers are reprocessed partly, protecting the adjacent pavement and its repair should it be damaged.</p> <p>The tendered rate shall also include full compensation for spreading and mixing in any additional material should the existing layer thickness be inadequate and it be specified or instructed by the Employer's Agent that the thickness be increased.</p>
PSMF	BASE
PSMF1	BASE MATERIAL (Sub clause 3.2)
	<p>Only graded crushed stone from commercial quarry complying with the requirements of TRH14 Table 10 with a CBR of not less than 80% at 98% MOD AASHTO density may be used. Crushed rubble will not be allowed or accepted.</p> <p>The maximum stone size shall be 26 mm.</p>
PSMF2	LAYER THICKNESS (Sub clause 5.4.1 & 6.1.4)
	Layer thicknesses shall be 150 mm as specified or otherwise stated
PSMF3	COMPACTION (Sub clause 5.4.4)
PSMF3.1	The base shall be compacted to a minimum density of 98% Mod AASHTO
PSMF3.2	Add the following new Sub clause 5.4.4.3
	The layer thickness specified shall be a net homogeneous layer. Only the homogeneous layer will be measured for payment purposes.
PSMF4	TOLERANCES (Sub clause 6.1.2)
	Delete the works "10 mm or less" and add "5 mm or less".
PSMF5	BENCHING
	Where the material is placed adjacent to an existing layer, the existing material shall be benched back to a vertical face stepped back on the subbase layer as shown on the drawings to omit a vertical construction joint in the pavement structure between new and existing layers. The length of the benching between old and new will be measured for each layer.



PSMH **ASPHALT BASE AND SURFACING**

PSMH1 SCOPE (Clause 1)

Asphalt surfacing shall be 40 mm thick or otherwise stated.

PSMH2 MATERIALS (Clause 3)

The quantities set out in the Bill of Quantities are preliminary and should therefore be considered to be only approximate quantities. The Contractor shall, before ordering materials of any kind, confirm with the Employer's Agent that he has the latest drawings and that no changes to the drawings are envisaged. The Employer will accept no liability whatsoever for materials ordered by the Contractor unless they have been correctly ordered in accordance with written confirmation by the Employer's Agent for the scope of intended work.

PSMH2.1 Prime (sub clause 3.1)

E-Prime shall be required at a spray rate of 0,8/m² to 1.2 /m².

All bitumen emulsions and cutback emulsions must meet BTI to SANS 4001 B7-5 specifications.

PSMH2.2 Surfacing (sub clause 3.4.2 (a))

Notwithstanding the requirements of Sub clause 3.4.2 (a), the binder used shall be 50/70 penetration grade bitumen or A-E2.

PSMH2.3 Grading (sub clause 3.5.8)

The grading for asphalt surfacing shall be medium continuously graded asphalt as per Table 3 either COLTO or CCC mix as instructed by the Engineer



TABLE 2 : GRADING LIMITS FOR COMBINED AGGREGATE FOR ASPHALT BASE

	Sieve size (mm)	COLTO Continuously graded 28.0 (mm)	CCC Continuously graded 28.0 (mm)
Percentage passing sieve by mass	28	100	100
	20	87 - 96	85 - 100
	14	73 - 85	73 - 91
	10	64 - 79	-
	7,1	-	-
	5	43 - 61	43 - 64
	2	28 - 44	27 - 45
	1	20 - 35	-
	0,600	15 - 30	16 - 31
	0,300	11 - 24	-
	0,150	8 - 19	8 - 21
	0,075	5 - 12	5 - 16
Nominal Mix Proportions by Mass			
Aggregate		94.5%	94.75%
Binder		4.5%	4.25%
Active Filler (hydrated lime)		1.0%	1.0%

TABLE 3: GRADING LIMITS FOR COMBINED AGGREGATE AND MIX PROPORTIONS FOR ASPHALT SURFACING

Percentage passing sieve by mass	Sieve size (mm)	Continuously graded	
		(COLTO) Medium	(CCC) Medium
	14	100	100-
	10	84 - 100	83 - 91
	7.1	-	71 - 79
	5	56 - 77	60 - 68
	2	33 - 48	37 - 43
	1	25 - 40	28 - 34
	0,600	18 - 32	21 - 27
	0,300	11 - 23	13 - 17
	0,150	7 - 16	7 - 11
	0,075	4 - 10	5.8 - 7.8
Nominal Mix Proportions by Mass			
Aggregate		93.5%	94.2%
Binder		5.5%	4.8%
Active Filler (hydrated lime)		1.0%	1.0%

PSMH3 CONSTRUCTION (Clause 5)

PSMH3.1 Preparation of surface (sub clause 5.1.1)

A prime coat shall be applied to the surface of the base at the rate of 0,8l/m² to 1.2l/m². A tack coat shall be applied to the surface of the asphalt base. Where the primed surface has become contaminated or aged such that a satisfactory bond will not be achieved with asphalt, a tack coat shall be applied. No additional payment will be made for such tack coat.

PSMH3.2 Moisture content of the base (sub clause 5.1.5.1)

The moisture content of the base shall be determined by the Employer's Agent prior to priming. No bitumen shall be sprayed onto the base unless the moisture content is less than half of the optimum moisture content for crushed stone or is at least 4% below the optimum moisture content for natural gravels.

The Employer's Agent shall have no discretion to vary this requirement.



PSMH3.3

Compaction (sub clause 5.8)

Compaction shall be controlled during placing of material by the use of a nucleonic testing device provided by the Contractor and compaction shall not cease until the specified density has been achieved or exceeded. Placing of asphalt shall not begin until the nucleonic testing device is on the site.

All asphalt shall be compacted to 93% MTRD (called maximum voidless density in SANS 3001).

All tests must be in terms of SANS 3001 and not TMH1.

PSMH3.4

Joints (sub clause 5.9)

Add the following to this clause

Asphalt joints shall be cut by a wheel attached to a roller in a straight line to the satisfaction of the Employer's Agent. No saw-cutting will be allowed and asphalt joints (old and new) shall be cut before adjacent sections are laid against it.

The joints between the new asphalt surfacing and the existing asphalt surfacing must be constructed in steps.

The edges of all joints, new or existing asphalt, shall receive a tack coat before the adjacent asphalt is placed against it.

End-of-day joints shall be made at an angle of at least 15° with the centreline of the road. No feathered joints shall be allowed in bellmouths.

Joints between new and existing work shall be made strictly in accordance with the drawings.

PSMH4

BITUMINOUS BINDERS

SANS 4001-BT1:2014 - Penetration Grade Bitumen Specifications that shall apply to this contract

(i) Conventional Binders:

"(2) the conventional binder to be used for this project, will be 50/70 penetration grade bitumen "

(iii) Homogeneous modified Binders

"(1) the Homogeneous modified binder to be used for this project shall be A-E2 quality binder.

(b) Aggregates

The fine aggregate for the asphalt wearing course and bitumen treated base shall consist of crushed aggregate only. Natural sand shall not be permitted

PSMH5

DESIGN REQUIREMENTS

The designs shall conform to the requirements of the latest version of Interim Guidelines for the Design of Hot-Mix Asphalt in South Africa.

(viii) Grading

The use of crushed stone base (run-of-the-crusher) material shall not be permitted. All mixes shall be manufactured using single size coarse aggregate fractions. The use of natural sand will not be permitted. The Employer's Agent may request a reconsideration of a blend to achieve any grading within the given envelope to improve certain properties.



PSMH6

GENERAL

In the case where drum mixing is used, the aggregate stockpiles shall be tested every second day or whenever new material is delivered. The test results must be presented to the Employer's Agent.

PSMH7

BITUMEN TREATED BASE

The asphalt base shall consist of continuously graded hot-mix asphalt, 26.5 mm max aggregate size.

The nominal binder content for all asphalt base (BTB) shall be 4.5% (by mass)

The active filler to be used for tender purposes shall consist of 1% hydrated lime.

The asphalt base shall conform to the specifications outlined in table PSMH5/1.

The design of the asphalt base mix shall be in accordance with the design criteria at 100% Marshall density (2 X 75 blows) given in the table below.

Table PSMH5/1 : Composition and performance of the asphalt mixes						
Property		Unit	Wearing Course		BTB	
			Min	Max	Min	Max
Target voids in mix		%	4.5	5.5	4.0	4.5
Filler/bitumen ratio		-	1.3	1.5	1.4	1.7
4 Pt Beam fatigue repetitions to failure at 5°C at 350µ (100% Marshall)	200µ	%	2 400k	-	N/A	
	350µ		130k	-	N/A	
VMA		%	15	-	15	-
Indirect tensile strength @ 25°C		kPa	1 100	-	1 000	-
Average Micron strain deformation per cycle in the Dynamic creep test in the 2000 – 3000 cycle range		Microns / cycle	-	0.5	-	N/A
MMLS Rutting (100k repetitions, 93% RICE briquettes, Wet, 50°C)		mm	-	2.5	-	N/A
Binder film thickness		Micron	7	-	6.5	-
Marvel Permeability on joints		Litre/h	-	3	-	3
Voids in mix @ 300 gyrations of the Superpave Gyratory Compactor		%	2.5	-	2.8	-
Modified Lottman Durability		%	80	-	80	-

The Contractor must provide details of their proposed mix designs and designated supplier to the Employer's Agent within of their programmed date for placement of material.



PSMJ SEGMENTED PAVING

PSMJ1 SCOPE

The specification covers the paving of roads and other areas with precast concrete segmental blocks laid closely together on a bedding sand/stone layer, the joints between the units filled with a jointing sand.

PSMJ 3 MATERIALS

PSMJ 3.1.2 Class, strength and type.

Add the following to Sub-clause 3.1.2:

Blocks shall be approximately 70 mm or 80 mm thick pavers, S-C type, Class 35 to match the colour of the existing paving on site or as specified by the Principal Agent/construction drawings

Blocks are to be average 80 mm thick for vehicular areas and 70mm thick for pedestrian walkways and other non-vehicular areas respectively unless otherwise agreed with the Principal Agent.

PSMJ 3.3 Sand for bedding and jointing.

Add the following to Sub-clause 3.3:

Clean graded stone aggregate 2 mm – 5 mm shall be used for the bedding layer and shall not contain proportions of silt and clay materials.

Jointing sand shall comply with the requirement of SANS (SABS) 1200 CI 3.3(b).

PSMJ 5 CONSTRUCTION

PSMJ 5.3 Placing and compacting of bedding layer.

Replace the first sentence of Sub-clause 5.3 with:

The bedding stone, shall have a compacted thickness of 20 mm.

Add the following to Sub-clause 5.3:

Only the 20 mm homogenous bedding stone layer will be measured for payment purposes. No extra-over payment will be made for a layer exceeding 20 mm thickness unless otherwise agreed with the Engineer in writing.

The Contractor is to ensure that the finish to the base layer receiving the bedding stone layer is constructed to within the tolerances specified before commencing with construction of the segmented block paving layer to ensure the bedding stone layer maximum thickness is not exceeded.

No adjustment to the bedding stone layer will be accepted once placement of block paving has commenced. Where bedding layer thickness exceeds 25 mm compacted thickness, the layer will be rejected and the Contractor will reconstruct the base and/or bedding sand/stone layer as required.



PSMK KERBING AND CHANNELLING

PSMK1 BEDDING MATERIAL (Sub clause 3.9)

All bedding and haunching for kerbs shall be 15 MPa/13 mm concrete.

PSMK2 PRECAST CONCRETE KERBING AND CHANNELLING (Sub clause 5.2)

Add to Sub clause 5.2 the following:

Provision shall be made for expansion joints of 10 mm width at intervals not exceeding 20m.

Expansion joints shall be filled with a UV resistant polysulphide sealant

PSMK3 CONSTRUCTION OF VERTICAL CURVES WITH LESS THAN 2% GRADIENT DIFFERENCE

Add new item 5.13

Notwithstanding the fact that vertical curves have not been specified where changes of grade of up to 2% occur, the kerbs and channels shall be laid to levels based on a minimum vertical curve length of 20 m.

No change in grade shall be applied on kerbs in bellmouths unless specific levels are indicated.

PSMK4 CAST IN-SITU CONCRETE TRANSITIONS

Cast in-situ concrete transitions between two different profiled precast units shall be constructed with 25 MPa/13 mm concrete profiled evenly at a uniform rate over 1.0 m to change one profile to the other.

PSMM ANCILLARY ROADWORKS

PSMM1 GENERAL (SUBCLAUSE 3.2.1)

Road traffic signs shall be purchased from an approved manufacturer and shall be fabricated in accordance with the South African Road Traffic Signs Manual and as specified below.

PSMM2 REFLECTIVE MATERIAL (SUBCLAUSE 3.2.9)

Add to clause 3.2.9 the following:

Non reflective material shall conform to the respective quality requirements, apart from the reflective quality requirements, of CKS 191.

PSMM3 SUPPORTS (SUBCLAUSE 5.2.1.1)

Posts shall be fabricated 75 mm outside dia 3 mm wall thickness steel tubing to SANS 657-1.

The posts shall be straight with a smooth finished surface free of rust, scale, grease or foreign matter.

Posts shall be suitably drilled to permit the sign plates or frames being firmly fixed to the posts by at least two (2) M12 galvanised steel bolts, complete with fibre washers.

The open ends of all posts shall be closed either by the use of standard fittings or by welding on a mild steel plate.

After the posts have drilled, all welding completed, and all sharp edges rounded off and smoothed down, they shall be zinc coated using the 'hot-dip' process in accordance with SANS Specifications 121 'Hot-dip' (Galvanised) Zinc coating".

Should any modifications be made to posts after galvanising, the posts shall be completely re-galvanised as described above.



PSMM4 BACKING PLATES AND BOARDS (SUBCLAUSE 5.2.1.2)

All Regulatory and Danger Warning sign plates and Information signs having a width of 1.5 metres or less shall be NS 4-H6 or SIC-H4 aluminium alloy plates with a thickness of not less than 2 mm and shall conform to BS 1470. The plates shall be stiffened by means of aluminium reinforcement to BS 1476 HE19WP, riveted to the back of the sign by means of 5 mm diameter aluminium rivets spaced at 200 mm or less from one another.

PSMM5 INSTALLATION OF ROAD SIGNS (SUBCLAUSE 5.2.4)

Steelwork which is to be cast or grouted into concrete shall be cleaned of loose rust, scale, oil or any other material which may in the opinion of the Employer's Agent impair the bond between the concrete and the steel.

The posts shall be placed in holes of not less than 0,9 m in depth by a minimum of 500 mm x 500 mm in horizontal footprint and shall be embedded in well compacted concrete 20/19 to the full depth of the hole and all in accordance with the requirements of Cl 5.2.4.1 and 5.2.4.2.

All road signs shall have a minimum of 2.4 m clearance between the underside of the sign and the finished surface level.

PSMM6 APPLICATION OF ROAD MARKINGS

The Contractor's attention is drawn to Cl 5.3.4.2(e) where it clearly states painting by hand shall be applied in two layers with a time delay between the two applications to allow the first application to dry properly.

The rate tendered by the Contractor will allow for 2 layer application at the rate of application specified with the time delay between applications.



ANNEX 6 Variations and Additions to Requirement of Standardised SANS 1200 Specifications: Electrical Works

BERGZICHT PTI UPGRADE

ANNEXURE 6

EXTENT OF WORK: ELECTRICAL, ELECTRONIC AND MECHANICAL INSTALLATIONS

PART A: ELECTRICAL INSTALLATION

1. GENERAL

The extent of work described herein shall be read in conjunction with the other parts of the specification, technical schedules and accompanying drawings.

2. PROJECT DESCRIPTION

The project is the Bergzicht Public Transport Interchange in Merriman Str, Stellenbosch

The complex comprises:

- renovation and upgrades to the existing building, including additional public ablutions

3. CONTRACTOR'S RESPONSIBILITY

The Electrical Contractor shall be responsible for the supply, installation, testing, commissioning, and free maintenance during the guarantee period of the installation detailed in this Specification and on the accompanying drawings.

The Electrical Contractor shall provide all materials, equipment, labour and services necessary for the complete, safe and efficient operation of the electrical installation in accordance with the intent of this Specification and Drawings.

The works shall be carried out strictly in accordance with the following:

The Occupational Health and Safety Act No. 85 of 1993 and the relevant Regulations as amended.

The Code of Practice for the Wiring of Premises Part 1: Low Voltage Installations - SANS 10142-1 of 2021 as amended.

The Code of Practice for the Wiring of Premises Part 2: Medium Voltage Installations – SANS 10142-2 of 2018 as amended

National Building Regulations

The relevant local bye-laws and regulations of the Supply Authority.

The Electrical Contractor shall make note of his responsibilities in respect of:

As-Built Drawings

Conflicts between Specification and Drawings

In terms of Government Notice No 17548, it is the Electrical Contractor's responsibility to ensure that all electrical fittings installed comply with the relevant SANS safety standards, applicable to the particular class of fitting. In the event of fittings specified by the Engineer/Architect which do not comply with the SANS safety standards, it shall be the Electrical Contractor's responsibility to notify the Engineer immediately in writing, so that alternative fittings which do comply with the SANS safety standards may be timeously selected.

The Electrical Contractor shall not install any fitting under any circumstance which does not comply with the SANS safety standards unless specifically instructed in writing by the Engineer on an item for item basis.

Where a product is claimed to comply with the SANS safety standard by compliance to an alternative foreign safety standard recognised and accepted by the SANS, the Contractor shall obtain and submit proof of such acceptance. Where the SANS grants a permit for the use of equipment which does not carry the SANS/SABS mark, the Electrical Contractor shall submit copies of the permits and test reports to the Engineer at the time of tender.

All equipment tendered shall comply with the SANS safety standard as required by the above legislation. The Electrical Contractor shall provide copies of SANS certificates of compliance for electrical fittings upon request by the Engineer. No claim will be considered on the basis that equipment tendered did not comply with the relevant SANS standard.

4. SCOPE OF WORK INCLUDED

The Electrical Contractor's work shall be the complete electrical installations including commissioning of the following work :

Temporary Light and Power

Liaison with Local Supply Authority

Making safe, disconnection and removal of existing electrical and lighting installations as indicated in the specifications and drawings

Earthing

Distribution Boards

Interior Lighting

Building

Exterior Lighting

Socket Outlets, Switches, Isolators, Cover Plates and Other Accessories

Conduits, Cable Trays, Powerskirting, Trunking and other Wireways

Wireway and Connections systems: CCTV, access control, data (by specialist supplier/s)

Electronics

Mechanical extract fans and ducting (by specialist supplier)

Wireways and Distribution Boards for Data, Telephones, CCTV Systems, Access Control Systems

Electrical Signs Notices and Labelling

Cutting of Chases and Rough Filling

Painting of Electrical Equipment

Workshop Drawings and Samples

Chasing of Conduits

Managing Suppliers to the Electrical Contract
Provision of own Hoisting and Lifting
Provision of own Scaffolding
Removal of own Waste
Thermal Survey

Production of as-built drawings (Copies of the Engineer's drawings may be modified by the Electrical Contractor such that they become the master as-built originals).

The work is shown on the following drawings:

J40099A/E01 B	Electrical Installation
J40099A/E02 B	Lighting Installation
J40099A/E03 B	ICT Installation
J40098A/E10 B	Distribution Board Schematic Diagrams

4.1 Budgetary Allowances

The supply, delivery and off-loading into position (if applicable) of the following works shall be carried out by others under the Electrical Contractor's responsibility for ordering, co-ordination, commissioning and payment, for which Budgetary Allowances have been allowed:

- Electrical connection fees

5. WORK BY OTHERS

The following work, although associated with this contract, will be carried out by others, at no charge to the Electrical Contractor:

Floor Slabs and Screeds, Plinths and Foundations, Walls and Ceilings
Provision of Openings in Walls, Floors, Ceilings and Roofs
Sealing of Openings/Penetrations through Walls, Floors, Ceilings and Roofs
Cutting Away and Making Good
Rough Filling and Making Good Conduit Chases
Provision of Drawpits and Manholes
Flashing of Conduits Passing Through Roofs and/or Membrane Waterproofing
Access Doors

The Electrical Contractor shall assist in the setting out, co-ordination and compliance with the specification and drawings of the above activities related to the electrical installation.

6. PROGRAMME

The Electrical Contractor will be required to comply with the General Contractor's programme for the Works, or, where the General Contractor has not yet been appointed, to discuss, agree and arrange his own programme to ensure that no delay will be incurred by the General Contractor. The Electrical Contractor shall ensure that he has adequate staff available to complete the contract concurrently with the General Contractor. A copy of the anticipated programme prepared by the Architect/General Contractor is enclosed/not yet available.

The costs of overtime, additional labour and plant for the completion of the works in accordance with the programme shall be included in the Electrical Contractors' price for the project.

The costs of any work outside the requirements of the programme or necessary under exceptional circumstances shall be for the Employer's account only under a Variation Order if

agreed to in writing before the work takes place.

7. DEFINITIONS

Supply	:	To purchase or procure and deliver complete with all necessary and additional specified accessories.
Erect	:	To place or mount and fix in position.
Install	:	To erect, connect up and commission, complete with related accessories.
Indicated, Shown, Noted	:	As indicated or shown on drawings.
Approved Alternative	:	Approved in writing by the Engineer
Similar, Equal	:	Equal or better in efficiency of performance, construction and compatibility with installation.
Tenderer	:	After contract award, Tenderer shall also mean Electrical Contractor where applicable.
Electrical Contractor	:	Where the tender/subcontract document is based on an Electrical Subcontract, Electrical Contractor in this extent of work shall mean the Electrical Subcontractor.

8. CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS

Should there be conflict between the specification and drawings then sections shall be considered in the following order of priority:

Extent of Work
Drawings
Schedule of Quantities
Standard Technical Specifications

Should the Contractor note an inconsistency between the Specification and drawings he shall be responsible for notifying the Engineer and obtaining clarification or instructions prior to ordering or installing equipment.

9. WORKSHOP DRAWINGS, SAMPLES AND INSPECTIONS

The Electrical Contractor shall timeously provide workshop drawings, catalogues and/or samples of the following items for the Engineer's review:

Distribution Boards
Luminaires
Socket Outlets, Switches and Accessories

Manufacture and delivery of these items shall not proceed without the Engineer's written instruction to proceed.

The Electrical Contractor shall timeously advise the Engineer that these items may be inspected at the manufacturer's premises to enable the Engineer to inspect the items at the manufacturer's premises prior to delivery.

10. ELECTRICITY CONNECTION AND METERING

The Supply Authority is Stellenbosch Municipality.

The supply voltages to consumers is nominally 400 V phase-phase at 50 Hz in three phases.

The electricity supply to the building is existing 400 V 60 A TP. The existing electricity supply shall be disconnected before demolitions work and later reconnected to the new Distribution Board in the building via a new meter board

The maximum current fault/level at the point of supply (consumer main switch in MDB) is 5 kA, unless otherwise notified by the local authority.

11. EARTHING AND LIGHTNING PROTECTION

The Electrical Contractor shall provide a new LV earth in accordance with the local supply authority requirements and as indicated on the drawings.

Earthing shall generally be provided in accordance with SANS 10142. The earthing installation shall include an accessible common consumer earth terminal, to which all incoming services using metallic conduits, pipes etc shall be bonded, including water and Telkom.

12. TELECOMMUNICATIONS WIREWAYS AND DISTRIBUTION BOARDS

The Electrical Contractor is responsible for supplying and installing telecommunications conduits, ducts, sleeves, drawboxes and distribution boards. Galvanised draw-wires shall be installed in all telecommunications conduits and sleeves.

The occupier/s of the premises shall apply for telephone and data communications services.

13. LAMPS

All fluorescent and light emitting diode (LED) lamps shall be supplied by the Luminaire supplier with luminaires for installation by the Electrical Contractor, unless otherwise indicated.

14. LOW VOLTAGE DISTRIBUTION CABLING

Cables have been sized on the basis of copper conductors.

All internal cables shall be installed in ground, through sleeves, on cable ladders or cable trays, unless otherwise specified.

15. MOVING OF EQUIPMENT

The Electrical Contractor shall investigate each space through which equipment must be moved. Where necessary, equipment shall be shipped in sections of size suitable for moving through spaces available.

16. OPERATING INSTRUCTIONS, PARTS LISTS, MAINTENANCE MANUALS AND AS-BUILT DRAWINGS

The Electrical Contractor shall supply, after approval by the Engineer, three bound sets of operating instructions, parts lists, maintenance manuals and as-built drawings including the following details and information:

Contractor's and Supplier's details (name, address, email address, telephone and facsimile numbers)

Contractor's emergency (after hours) contact details

Schedule of Luminaires and Lamps indicating Manufacturer, Supplier, Brand Name and Type Number

Cable Layouts, including Feeder and Control Cable Marking Numbers and Details

Distribution Boards

Subcontractors/Suppliers Documents (including photovoltaic and electronic installations)

Test Certificates

Certificates of Compliance

Thermal Survey

Guarantees and Warranties

The Contractor shall mark up one full set of the Engineer's drawings with relevant as-built changes and information and submit to the Engineer for his scrutiny 30 days before practical completion.

The contract will not be accepted as complete until these have been supplied, complete and to the satisfaction of the Engineer.

17. PARTICULAR REQUIREMENTS FOR THIS PROJECT

Further to the requirements of the general technical specifications (Part Five) and/or not withstanding the requirements therein the following particular requirements shall apply:

17.1 Conduits

The use of PVC and uPVC Conduits will be accepted unless otherwise specified on the drawings.

Where PVC and uPVC conduits are cast into concrete, the Electrical Contractor shall be present during the pouring of concrete to ensure that the conduits are not damaged or blocked. All joints shall be taped to prevent the ingress of wet fines during wet concrete vibration.

The Electrical Contractor shall check conduits for continuity/blockages as soon as possible after pouring of the slab.

Under no circumstances shall structural concrete be chased without the Structural Engineer's written permission.

17.2 Cable Tray/Ladder and Wiremesh Basket Support

The Electrical Contractor shall obtain the Engineer's approval of the method by which cable trays are to be supported.

Trunking

All trunking bends and Tee's shall be fitted with mitred inside corners.

17.3 Luminaire Installation

The Electrical Contractor shall comply with the installation requirements of the luminaire manufacturer when installing light fittings. The Engineer's approval of the method by which luminaires are to be supported is to be obtained.

Wiring through bulkhead type luminaires will not be permitted. The conduit installation shall be arranged in such a manner that the cables loop in and out of the bulkheads adjacent to the lampholders.

Under no circumstances shall more than one circuit be permitted to be wired through any luminaire.

17.4 External Lighting Installation

External lighting shall be installed as shown on the drawings.

17.5 General Power Installation

Double socket outlets shall be combined SANS 164-1 plus SANS 164-2 outlets with separate switches (Crabtree combo socket part number 6859 or equal approved).

17.6 Labels

All labels shall be English. All labels shall be of ivory or plastic and securely fixed by screws or rivets. Lettering shall be block capitals, minimum size 4 mm.

Where distribution board labelling is by means of legend cards, the permanent legend cards shall be clearly typed, laminated in clear plastic and secured to the distribution board in a permanent legend cardholder.

17.7 Final Connections

The Electrical Contractor will be responsible for the final connection to the following equipment:

- Fans

Where the item of equipment being connected is fixed, then the final connection shall be via an isolator.

17.8 Distribution Boards

Where distribution boards are recessed into walls the Electrical Contractor shall provide a 50 mm x 50 mm trunking from the top of the distribution board to the ceiling space for future use.

Over-Voltage Surge Protection

Solid state surge arrestors shall be fitted in the main distribution board:

Arrestors in Main Distribution Boards shall be Overvoltage Category IV, and in all other distribution boards Overvoltage Category III, in terms of IEC60664-1. The devices shall be rated appropriate to the fault current rating at the board.

Status indication lamps including end-of-life indicators for surge arrestors shall be provided

Metal oxide elements shall include thermal disconnection facilities.

17.9 Screws

Cover plate securing screws for all electrical or telecommunications boxes shall be chromium plated.

17.10 Danger Notices

The Electrical Contractor shall supply and install all danger notices in terms of the relevant regulations.

17.11 Corrosion

The Electrical Contractor shall take adequate measures to protect the installations against corrosion, according to the site conditions.

17.12 Lighting Control System/s

Lighting installations shall be controlled by means of photosensitive electrical switches, occupancy sensors or switches, as indicated on the plans and schematic diagrams.

17.13 Metering

Credit meters to be supplied by the Local Authority and installed by the Electrical Contractor in accordance with the local Authority requirements and as indicated on the schematic diagrams.

17.14 Twin and Earth

The Electrical Contractor shall not install twin and earth cable except as permitted by the relevant standards. In any event, twin and earth cable is not permitted in the following circumstances, unless otherwise specified:

Exposed locations
Outdoor locations
Underground

17.15 Further Particular Requirements

For further particular requirements attention is drawn to the standard specifications.

18. SPECIFIED ITEMS

The following items of equipment, materials and finishes shall be used for this installation. No alternatives will be considered:

Item	Manufacturer and Make
Switch socket outlets and cover plates	Crabtree Classic white
Switches, isolators and cover plates	Crabtree Classic white
Blank cover plates	Crabtree Classic white
Telephone outlets (blank)	Crabtree Classic 100 x 100 mm white
Data outlets (blank)	Crabtree Classic 100 x 100 mm white

19. SCHEDULE OF LUMINAIRES

Type	Description	Location	Specification/ Comment
B1	Indoor white round surface bulkhead luminaire	Indoors	Beka Series 300 21W
B2	Tamperproof IP65 outdoor round black surface bulkhead luminaire	Outdoors	Beka Series 30 4000K LED
D1	Recessed fixed white round LED downlighter and driver	Indoors	Beka Rondo midi 15 W LED fixed 4000K
D1E	Recessed fixed white round LED downlighter and driver with 30 minutes maintained emergency battery	Indoors	Beka Rondo midi 15 W LED fixed 4000 K EM
EXIT	Wall mounted illuminated pictorial emergency exit light, LED with integral minimum 30 minute battery back up	Indoor escape doors	Beka DUISA D-ecoLD P130-3 with standard signage
F1	IP65 tamperproof luminaire with LED lamps	Meeting room, wash bay	Beka Roughguard LED 53W N S O m V
F1 E	IP65 tamperproof luminaire with LED lamps and 30 minutes maintained emergency battery	Meeting room	Beka Roughguard LED 53 W N S O m V E
	595 x 595 recessed drop in LED lighting panel neutral white colour	Indoor offices	Beka LED PANEL36W 600 N
E	Type luminaire with 30 minutes maintained emergency battery	Indoor offices	Beka LED PANEL 36 W 600 N E1
Occupancy Sensor	Crabtree passive infrared	Indoors	Crabtree POS1 or equal approved

Note: All luminaires with stainless steel helicoil inserts for coastal environment.

20. TESTING AND COMMISSIONING

The Electrical Contractor shall test the electrical installations prior to commissioning in accordance with the requirements of SANS 10142 and the equipment manufacturer's/supplier's recommendations.

The Electrical Contractor shall notify the Engineer timeously, prior to testing and commissioning, in order that the Engineer may witness such tests as he chooses.

After commissioning, before practical completion, the Electrical Contractor shall arrange a thermal (infrared scan) survey of the following items as minimum:

All Distribution Boards

A complete colour printed report shall be submitted to the Engineer. In the event of any hotspots identified by the thermal survey, the Electrical Contractor shall, at own cost, remedy the fault/s and submit further thermal survey reports to prove that the fault/s have been remedied.

21. GUARANTEE AND FREE MAINTENANCE

The Electrical Contractor shall provide a 12 month guarantee (from date of practical completion) to replace or repair, free of charge, any part of the installation in which defects may develop as a result of manufacturing defects or poor workmanship.

Where products supplied normally carry a guarantee exceeding 12 months, the full normal guarantee for the product shall apply.

22. STANDARD TECHNICAL SPECIFICATIONS

The following specifications apply to this project but are not included in this document. These specifications may be obtained or viewed at SA National Standards (SANS)

The latest published issue of each standard at tender closing date shall apply.

INDEX

SANS 156	Moulded-case circuit-breakers
SANS 164-1 to 7	Plug and socket-outlet systems for household and similar purposes for use in South Africa
SANS 337	Stove couplers
SANS 529	Heat-resisting wiring cables
SANS 556-1	Low-voltage switchgear
SANS 767-1	Earth leakage protection units
SANS 950	Unplasticized polyvinyl chloride rigid conduit and fittings for use in electrical installations
SANS 1063	Earth rods and couplers
SANS 1085	Wall outlet boxes for the enclosure of electrical accessories
SANS 1195	Busbars
SANS 1213	Mechanical cable glands
SANS 1239	Plugs, socket-outlets and couplers for industrial purposes
SANS 1411-1	Materials of insulated electric cables and flexible cords – Part 1: Conductors
SANS 1433	Electrical terminals and connectors
SANS 1473-1	Low-voltage, switchgear and controlgear assemblies – Part 1: Type-tested, partially type-tested and specially tested assemblies with a rated short-circuit withstand strength above 10 kA
SANS 1507	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V)
SANS 1765	Low-voltage switchgear and controlgear assemblies (distribution boards) with a rated short-circuit withstand strength up to and including 10 kA
SANS 1777	Photoelectric control units for lighting
SANS 10114	Interior lighting
SANS 10142 – 1	The wiring of premises; low voltage insulations
SANS 10199	The design and installation of earth electrodes
SANS 10292	Earthing of low-voltage (LV) distribution system
SANS 10389	Exterior lighting
SANS 10400	National Building Regulations
SANS 60269/IEC 60269	Low-voltage fuses
SANS 60309/IEC 60309	Plugs, socket-outlets and couplers for industrial purposes
SANS 60439-4/IEC 60439-1	Low-voltage, switchgear and controlgear assemblies – Part 1: Type-tested and partially type-tested assemblies

SANS 60439-4/IEC 60439-4	Low-voltage, switchgear and controlgear assemblies – Part 4: Particular requirements for assemblies for construction sites (ACS)
SANS 60598-1/IEC 60598-1	Luminaires: General requirements and tests
SANS 60529/IEC 60529	Degrees of protection provided by enclosures (IP Code)
SANS 60598-2-23/IEC 60598-2-23	Luminaires – Part 2-23: Particular requirements Extra low voltage lighting systems for filament lamps
SANS 60669/IEC 60669	Switches for household and similar fixed-electrical installations
SANS 60730-2 Part 7	Electronic controls
SANS 60906/IEC 60906	IEC systems of plugs and socket-outlets for household and similar purposes
SANS 60947/IEC 60947	Low-voltage switchgear and control gear
SANS 61008/IEC 61008	Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCCBs)
SANS 61084/IEC 61084	Cable trunking and ducting systems for electrical installation
SANS 61386/IEC 61386	Conduit systems for electrical installations
SANS 61643-1/IEC 61643-1	Surge protective devices connected to low-voltage power distribution systems – Part 1: Performance requirements and testing methods

PART B: ELECTRONICS INSTALLATIONS – TECHNICAL SPECIFICATION FOR THE CCTV, ACCESS CONTROL AND DATA COMMUNICATION INSTALLATIONS

23. GENERAL

The extent of work described herein shall be read in conjunction with the other parts of the specification, technical schedules and accompanying drawings.

24. PROJECT DESCRIPTION

The project is the Bergzicht Public Transport Interchange in Merriman Str, Stellenbosch

The complex comprises:

- renovation and upgrades to the existing building, including additional public ablutions

25. CONTRACTOR'S RESPONSIBILITY

The specialist Electronics Subcontractor shall be responsible for the supply, installation, testing, commissioning and free maintenance during the guarantee period of the installation detailed in this Specification and on the accompanying drawings.

The Electronics Subcontractor shall provide all materials, equipment, labour and services necessary for the complete, safe and efficient operation of the electrical installation in accordance with the intent of this Specification and Drawings.

The works shall be carried out strictly in accordance with the following:

The Occupational Health and Safety Act No. 85 of 1993 and the relevant Regulations as amended.

The Code of Practice for the Wiring of Premises - SANS 10142-1 of 2021 as amended.

National Building Regulations

The relevant local bye-laws and regulations of the Supply Authority.

The Electronics Contractor shall make note of his responsibilities in respect of:

As-Built Drawings

Conflicts between Specification and Drawings

26. SCOPE OF WORK INCLUDED

The Electronics Subcontractor's work shall be the complete detailed design, supply, installation and commissioning of the following electronics installations and work:

Inspect and report on condition of existing electronics installations on site before commencing work

Making safe, disconnection and removal of existing electronics installations on site as instructed by the Engineer

Reinstate Closed Circuit Television (CCTV) installations upon completion of the building works, including new link to remote control centre

New access control installations (personnel keypad/biometric reader)

New video intercoms

Escape door alarming and remote alarm override switches

Data cabling
Wifi installations
New data connection to the site
Re-use of existing network equipment racks and switches

Workshop Drawings and Samples
Provision of own Hoisting and Lifting
Provision of own Scaffolding
Removal of own Waste

Production of as-built drawings (Copies of the Engineer's drawings may be modified by the Electronics Subcontractor such that they become the master as-built originals).

The work is shown on the following drawings:

J40098A/E03 ICT Layouts

27. Budgetary Allowances

The supply, delivery and off-loading into position (if applicable) of the following works shall be carried out by others under the Electronics Subcontractor's responsibility for ordering, co-ordination, commissioning and payment, for which Budgetary Allowances have been allowed:

Nil

Certain optional items eg biometric access control readers, are to be priced as "rate only" items

28. WORK BY OTHERS

The following work, although associated with this contract, will be carried out by others, at no charge to the Electronics Subcontractor:

Provision of Ducts, Handholes and Manholes
Conduits, wireways, drawboxes and outlet boxes
Flashing of Conduits Passing Through Roofs and/or Membrane Waterproofing
Access Doors
Electric locks, strikes and/or maglocks
Supply and Installation of Sleeves and Ducts for External Cabling

The Electronics Subcontractor shall assist in the setting out, co-ordination and compliance with the specification and drawings of the above activities related to the electrical and builders installations.

29. PROGRAMME

The Electronics Subcontractor will be required to comply with the General Contractor's programme for the Works.

The costs of overtime, additional labour and plant for the completion of the works in accordance with the programme shall be included in the Electronic Subcontractors' price for the project.

The costs of any work outside the requirements of the programme or necessary under exceptional circumstances shall be for the Employer's account only under a Variation Order if agreed to in writing before the work takes place.

30. DEFINITIONS

Supply	:	To purchase or procure and deliver complete with all necessary and additional specified accessories.
Erect	:	To place or mount and fix in position.
Install	:	To erect, connect up and commission, complete with related accessories.
Indicated, Shown, Noted	:	As indicated or shown on drawings.
Approved Alternative	:	Approved in writing by the Engineer
Similar, Equal	:	Equal or better in efficiency of performance, construction and compatibility with installation.
Tenderer	:	After contract award, Tenderer shall also mean Electrical Contractor where applicable.
Electrical Contractor	:	Where the tender/subcontract document is based on an Electrical Subcontract, Electrical Contractor in this extent of work shall mean the Electrical Subcontractor.

31. CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS

Should there be conflict between the specification and drawings then sections shall be considered in the following order of priority:

Extent of Work
Drawings
Schedule of Quantities
Standard Technical Specifications

Should the Contractor note an inconsistency between the Specification and drawings he shall be responsible for notifying the Engineer and obtaining clarification or instructions prior to ordering or installing equipment.

32. WORKSHOP DRAWINGS, SAMPLES AND INSPECTIONS

The Electronics Subcontractor shall timeously provide workshop drawings, catalogues and/or samples of the following items for the Engineer's review:

CCTV equipment
Keypads
Video intercoms
WiFi Routers

Manufacture and delivery of these items shall not proceed without the Engineer's written instruction to proceed.

The Electrical Contractor shall timeously advise the Engineer that these items may be inspected at the manufacturer's premises to enable the Engineer to inspect the items at the manufacturer's premises prior to delivery.

33. CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM (CCTV)

The existing CCTV cameras and equipment on site shall be removed and stored for re-use prior to dismantling/stripping of the existing building, including the microwave link to the remote control room.

The CCTV installations shall be reinstalled, reconnected and recommissioned upon completion of the building refurbishment.

The existing CCTV cameras mounted on the existing taxi canopy structure and lightpoles shall remain and shall be reconnected and recommissioned at completion of the building works.

New compatible outdoor PTZ (pan/tilt/zoom CCTV cameras shall be installed in weatherproof domes with wall mounting brackets on the building walls, as indicated on the plans, and shall be integrated into the system, The PTZ cameras shall have remote manual control of the pan tilt zoom functions.

The contractor shall liaise with client/taxi and traffic associations in carrying out this work.

On site monitors are not required.

The Electronics subcontractor shall install all necessary cabling and terminations, including flyleads where necessary, between control/communications link and the CCTV cameras.

Table 1: CCTV Camera type FC1 specifications

34. ACCESS CONTROL SYSTEM

The Electronics Subcontractor shall strip and remove the existing discrete access control keypads, intercoms and equipment on site for possible re-use or hand over to the client prior to dismantling/stripping and refurbishing the existing building.

The electronics subcontractor shall provide new colour video intercoms, numerical keypads and electric door release pushbuttons for personnel access control to various rooms and parts of the refurbished building on site, as indicated. Biometric readers are measured as an optional alternative to numerical keypad access controllers.

The Electronics Subcontractor shall provide new door monitor switches on escape doors (equipped with panic bar or similar exit mechanism), to activate alarms in the event of unauthorized exit. The alarms shall include an alarm sounder above each monitored door and a remote alarm buzzer in the security office with visual indication of which door has been opened.

An override keyswitch shall be provided at each alarmed door to allow authorized opening of the door. The keyswitches shall be keyed alike, and a minimum 2 (two) keys shall be supplied and handed over per keyswitch. A clear engraved notice shall be installed above each door, worded:

"WARNING: UNAUTHORIZED EXIT PROHIBITED: DOOR MONITORED AND ALARMED" or similar.

35. DATA INFRASTRUCTURE INSTALLATIONS

The Electronics Subcontractor shall strip and remove the existing data network installations on site for re-use or hand over to the client prior to dismantling/stripping and refurbishing the existing building. The equipment which is removed shall be catalogued and signed for, and includes existing switches and routers.

The Client/users will supply their own computers.

The Electronics Subcontractor shall assist the Client in the application for and arrange a new high speed fibre connection (min 50/50 Mbps) to the building.

The Electronics Subcontractor shall install ethernet LAN cables type Cat 6e to all data points indicated on the plans and shall terminate the LAN cables at the data outlets and LAN switches/routers. The Electronics subcontractor shall supply and install ethernet socket outlets type RJ45 at all data outlets, including Crabtree cover plates to match the electrical socket outlets and accessories.

The Electronics Subcontractor shall supply and install compatible ethernet LAN flyleads for connecting devices to the LAN at the RJ45 outlets.

The electronics subcontractor shall supply and install new indoor 5G wifi routers as measured.

The Electronics Subcontractor shall test and commission the LAN installation, including wifi routers.

36. GUARANTEE AND FREE MAINTENANCE

The Electronics Subcontractor shall provide a 12month guarantee (from date of practical completion) to replace or repair, free of charge, any part of the new electronics installation in which defects may develop as a result of manufacturing defects or poor workmanship.

The Electronics Contractor will not be required to guarantee or maintain any devices and equipment from the original installations which are re-used.

Where products supplied normally carry a guarantee exceeding 12 months, the full normal guarantee for the product shall apply.

PART C: MECHANICAL INSTALLATION – TECHNICAL SPECIFICATION FOR THE HVAC INSTALLATIONS

1 GENERAL SPECIFICATION

1.1 General Description

The purpose of the HVAC installation is to safely, quickly and without excessive noise remove all stale air from the building as well as provide fresh, tempered air to all occupied spaces, on compliance with National Building Regulation requirements.

The HVAC system that will be installed will provide the following:

- Extract systems for rooms where smells and odours might build up and create an uninhabitable space.
- Natural Ventilation Systems for areas where smells and odours might build up.

The system will be installed to ensure that the minimum requirements of the relevant regulations are met. The system will be efficient in terms of installation of ductwork as well as energy use.

This specification covers the supply, delivery, installation, testing, commissioning and handing over of the complete HVAC system as specified below and as indicated on the drawings and schedules, which form part of this specification. All the work shall be carried out to the complete satisfaction of the Client and Consulting Engineer.

1.1.1 Principal items of work

Principal items of work include, but are not limited to, the detailed design, supply and installation of:

- Extract Fans, ductwork, ceiling grilles external grilles for internal toilet areas which are not naturally ventilated
- Louvres where required to provide natural ventilation
- All necessary supports, hangers, brackets and accessories to complete the installations as specified
- Commissioning and testing of the installations
- Provision of maintenance for 12 months

1.2 Design Parameters

The HVAC system is to be designed and installed to meet all the requirements of the following:

- Building Regulation SANS 10400 Part O
- All other relevant SANS regulations
- OHS Act - Occupational Health and Safety Act No 85 of 1993 (as amended), including Regulations
- SANS 10142 - The wiring of premises
- SANS 1850 – Commercial kitchen extract / ventilation systems
- All other technical manuals and guides that may be applicable.

1.3 General System Requirements

The Ventilation systems for the building comprise of standalone installations:

1.3.1 Extract Systems:

1.3.1.1 Toilets without opening windows

These rooms will have small ducted extract systems. This will be a commercial type system with an extract grille, ductwork and fan. The grille will be installed in the toilet cubicle ceiling. The ductwork will run from the grille to the fan and exhaust above the roof line of the building.

The toilet extract fans will be either axial or mixed flow fans with long case option. The fans will be installed in line in the ductwork system. The fan will be out of air stream – either completely outside of the main air flow area or bifurcated in the case of an axial or mixed flow.

The Grille will be a standard bathroom/toilet grille.

1.3.1.2 Power and Controls

Power to the fans and all control elements will be supplied from an electrical panel / isolator situated adjacent to the fans, controlled by on/off occupancy sensors.

Control shall be achieved using an occupancy sensor installed in the ceiling with programmable run-on timer (0 to 30 minute adjustable delay to switching off).

1.3.2 Natural Systems:

1.3.2.1 Security

The security room will be naturally ventilated using windows.

1.3.2.2 Toilets

The toilets will generally be naturally ventilated using a combination of door grilles or undercut at low level, windows on the opposite wall at high level, louvres above the toilet cubicles and a toilet duct that is naturally ventilated at high level.

Toilets which do not have an opening window shall have extract grille/fan/duct/occupancy sensor installations. (3 instances for the Bergzicht PTI site).

1.4 General Equipment Requirements

1.4.1 Fans

Details of fan selections and fan curves shall be submitted to the Engineer for approval before purchasing of fans. Fan curves shall show absorbed power, static pressure and static efficiency plotted against air volume. All fans shall be capable of delivering the specified air volumes indicated in the schedules.

Fans shall be mounted on anti-vibration mountings/spring hangers, which shall eliminate all vibration transmissions. Anti-vibration mountings shall be selected from the Mason Industries range.

Fan motors shall be of the totally enclosed fan cooled type and the enclosure shall meet the requirements of IP65 (Standard Protection specifications).

Fan motors shall have a minimum of 10% excess power over peak shaft power drawn under site operating conditions.

All accessories such as mounting feet, mating flanges, inlet and outlet cones, etc. shall be

proprietary made items and be supplied with the fans.

All fans shall be statically and dynamically balanced and be quiet in operation.

Each fan shall fit into the space provided and shall be installed without damage to the building, building equipment or the fan.

Fans shall not be operated for any purpose such as temporary ventilation, testing, etc. until the connected ducts have been cleaned and the filters, if any, have been put in regular operating condition.

All finished parts of fans, such as shafts and bearings, where accessible, shall be protected from rust prior to operation by means of wrappings and protecting grease coatings.

Impellers shall be tested in accordance with BS848 Parts 1 and 2 for aerodynamic and acoustic performance.

1.4.2 Air Terminals

Subcontractors shall verify that the sizes shown on the drawings are correct for the intended air volume, throw and noise level.

Sizes and quantities shall be as indicated on the layout drawings and schedules.

1.4.2.1 Extract Air Grilles

Extract air grilles shall be of the single deflection, fixed blade type and unless otherwise stated complete with oppose bladed dampers. Epoxy powder coated to a colour of the Architects choice.

1.4.2.2 Weather Louvres

Weather Louvres shall be of the single deflection, fixed blade type and unless otherwise stated. Epoxy powder coated to a colour of the Architects choice.

1.5 Ductwork

All ductwork shall be fabricated from galvanised sheet metal unless otherwise specified. All ductwork shall be fabricated and installed in strict accordance with SANS 1850 and will be a minimum of 1mm thick.

All ducting shall be colour coded in accordance with the relevant SANS specification.

Metal flanges and corners shall be folded sheet metal flanges and corners. Suitable gaskets and seals for all connections, including access panels, which are non-porous, non-combustible, impervious to grease or cooking oils and capable of withstanding elevated temperatures, will be provided.

It shall be the contractor's responsibility to ensure that joints are tight. Air flow indication arrows and service labels shall be fixed to the ductwork at all branches and wherever ductwork passes through holes in the structure.

Provide 50 mm drain connections with plugged gate valve at the bottom of the duct risers to drain condensate and residue from the ducts at regular servicing intervals.

Flanged ductwork connection will be used in this case to ensure sections can be removed and reinstated for cleaning purposes.

1.5.1 Hot Dip Galvanizing

All metal work exposed to the weather, inclusive of supports, brackets, hangers platforms, etc. shall be hot dip galvanized AFTER manufacture.

1.5.2 Painting for labelling of ductwork

All exposed, galvanized, indoor metal work shall be thoroughly cleaned with a galvanised iron cleaner and painted with one coat of calcium plumbate primer followed by 1 coat of universal undercoat and two coats of gloss enamel. The pipe paint finishes and colour coding shall be in accordance with SANS 10140 Part III. Flow direction arrows shall be painted onto ductwork finishes at all tees, branches, plant connections and where piping passes through holes in the structure.

1.6 Accessories

1.6.1 General Accessories

1.6.1.1 Vibration Mountings:

All HVAC machinery that vibrates will be mounted on anti-vibration mountings/spring hangers, which shall eliminate all vibration transmissions. Anti-vibration mountings shall be selected from the Mason Industries range.

1.6.1.2 Flexible Connections

All fans to ductwork connections will be completed using flexible ductwork connections. These will be no longer than 150mm.

1.6.1.3 Filters:

All filters (supply and extract as required) must be installed in accessible ductwork sections with access door to allow easy maintenance and replacement of filters. The filter frame shall be of U-channel form and constructed of 0.5 mm galvanised mild steel. The U-channel edges will be double returned by at least 4 mm in order to give added strength to the frame section and to prevent injury to personnel handling the frame.

1.7 Builders Work

The HVAC Subcontractor shall be responsible for providing all small openings in brick walls for pipework, ductwork etc. and for providing the necessary flashing, support brackets for pipework and ductwork etc.

The HVAC Subcontractor shall be responsible for providing all Builder's Work Drawings for the work to be carried out by the Principal / Structural Contractor. Full details of all large openings for ducting, in the roofs, slabs and brick walls, details of concrete bases, etc. are to be included on these drawings which are to be submitted to the Engineer for approval in good time to comply with building program.

The HVAC Subcontractor shall also check the positions and sizes of all these openings, bases, etc. provided by the Principal / Structural Contractor.

The Principal / Structural Contractor shall provide all waterproofing and making-good.

Site Wiring

The HVAC Subcontractor shall be responsible for all field wiring between the fan isolators, controllers and fans.

The Electrical Subcontractor shall provide a single phase electricity supply and isolator in the vicinity of each fan.

Generally, field wiring shall be carried out in PVC SWA LSF cable neatly and securely strapped to the roof structure trays with ½ rated insulated earth wires.

Where field wiring is located within an air plenum wiring shall be installed in screwed, galvanized conduit.

1.8 Earth Bonding

All new metal pipework systems shall be continuity bonded and tested to ensure earth continuity. These shall all be tied into the buildings main earthing system, whether it is rebar or other system being employed.

Carry out equi-potential bonding and tests of the HVAC system to prove the effectiveness of the earthing system. All tests shall be fully recorded and included within the operating and maintenance manuals.

1.9 Workmanship

Prevent entry of foreign matter into any part of system by sealing openings during construction. Fit all access covers as work proceeds. Failure to undertake this will result in the requirement for CCTV inspections to be carried out to the entire system, to prove that the system is free from debris.

Handle, store and securely fix all products and accessories in accordance with manufacturer's recommendations.

All ductwork, plant, pipework, fixtures and fittings shall be properly cleaned, where necessary following completion of the installation.

1.10 Labelling and Marking

All items of equipment and plant shall be labelled. All labels shall be in English. Labels shall be of engraved aluminium and shall be securely fixed by screws or rivets. Lettering shall be block capitals in a minimum size of 8mm.

All ductwork will be labelled with the required arrows showing direction of air flow as well as labels stating the type of air in the duct. Arrows and labels will be stuck to the ductwork at every change of direction, tee-off and otherwise every three meters

1.11 Testing and Commissioning

The entire installation shall be commissioned in accordance with the relevant CIBSE commissioning codes and guides.

Carry out all tests and inspections to prove that the installation meets the requirements of the Building Regulations.

The installation shall be tested section by section as the work proceeds and subsequently on completion, to ensure that the installation is free from superfluous matter and obstruction and that all work which is to be concealed, is free from defects before it is finally enclosed.

The ductwork system will be air tested.

Before testing, all ductwork shall be cleaned and prepared thoroughly.

1.12 Contractor General Requirements

1.12.1 Shop drawings and samples

The HVAC Subcontractor shall within a period of two weeks of receipt of documentation verifying his appointment submit to the Engineer all shop drawings and samples as requested by the Engineer. The drawings shall be submitted with reasonable promptness and in an orderly sequence so as to cause no delay to the works.

By preparation and submission of the shop drawings, the HVAC Subcontractor shall be deemed to have determined and verified all field dimensions, materials, catalogue numbers etc. In terms of the project programme, the HVAC Subcontractor shall allow the Engineers two calendar weeks for scrutiny of drawings.

The HVAC Subcontractor shall submit electronic copies of all shop drawings to the Engineer for approval before commencement of work.

No portion of the work requiring approval of shop drawings or samples shall be commenced without the necessary approval of the Engineer.

1.12.2 Variations and additional works

Corrections, comments, amendments or approval of shop drawings and samples are not to be assumed as acceptance of variations in the cost of work.

Should such approval, comments, etc, in the opinion of the HVAC Subcontractor involve additional cost, the HVAC Subcontractor shall notify the Engineer in writing within 7 (seven) days of receipt of such approval, comments, etc. In the event of notification of additional costs not reaching the Engineer within 7 days, no claims for such additional costs will be entertained.

Variations in costs shall be calculated in accordance with the labour and material rates, indicated by the Tenderer in the Bill of Quantity.

1.12.3 Operating and maintenance manuals

Operating and maintenance manuals are to be prepared by the HVAC Subcontractor for all the systems and installations for which they are responsible. This will include (but is not limited to):

- General Description of the systems
- Operating manuals for all equipment
- Maintenance requirements for all equipment and systems
 - Including lists of all spares that should be kept on hand
- Record Drawings of all system installations.

After approval of the manuals by the Engineer, the HVAC Subcontractor shall provide the Engineer with three bound sets and soft copy CD ROM of MS Word, Excel, pdf and/or AutoCAD files.

Manufacturer's catalogue information shall be scanned and saved to disc in pdf format at a rate of compression to be clearly legible.

The CD ROM copy shall read as a catalogue with drawing files separated and all files properly indexed not, as a random assortment of files.

The contract will not be accepted as complete until these have been supplied, complete and to the satisfaction of the Engineer.

The HVAC Subcontractor shall include for professional assistance in preparation of the above if necessary.

1.12.4 Guarantee and maintenance

The entire installation shall be guaranteed against defect or faulty workmanship for a period of twelve months, from date of acceptance of the installation by the Engineer.

The HVAC Subcontractor shall service and maintain the installation for a period of twelve months from acceptance of the installation by the Engineer.

The various items of equipment shall be serviced and maintained in strict accordance with the requirements of the respective suppliers of the equipment.

Tenderers shall include, in their tender prices, for travelling, labour, consumable, oils, lubricants, chemicals, tools, filters, etc. necessary for the successful implementation of the maintenance programme.

Tenderers shall allow for monthly maintenance visits over the 12 month period.

The HVAC Subcontractor shall implement and maintain a maintenance/servicing register for the duration of the maintenance and guarantee period.

A record of each maintenance visit shall be forward to the Engineer after each visit.

At the end of the guarantee period the HVAC Sub contractor shall hand over to the Client a full set of any special tools or instruments required for the continued maintenance of the installation.

1.12.5 Danger notices

The HVAC Subcontractor is to allow for all danger notices in terms of the relevant regulations.

1.12.6 Closing in of work

The HVAC Sub contractor shall give the Engineer due notice of inspections required.

No work shall be closed in without it having been inspected and approved by the Engineer.

Failure by the HVAC Sub contractor to request the Engineer to carry out inspections may result in the HVAC Sub contractor bearing the cost for uncovering of concealed work and subsequent making good.

1.12.7 Programme

The HVAC Subcontractor will be required to comply with the Principal Contractor's programme for the Works, or, where the Principal Contractor has not yet been appointed, to discuss, agree and arrange his own programme to ensure that no delay will be incurred by the Principal Contractor. The HVAC Subcontractor shall ensure that he has adequate staff available to complete the contract concurrently with the Main Contractor. A copy of the anticipated programme prepared by the Main Contractor is not yet available.

The costs of overtime, additional labour and plant for the completion of the works in accordance with the Principal Contractor's programme shall be included in the HVAC Subcontractors' price for the project.

The costs of any work outside the requirements of the programme or necessary under exceptional circumstances shall be for the Employer's account only under a Variation Order if agreed to in writing before the work takes place.

**ANNEX 7: Baseline Health & Safety Risk Assessment and Project
Health & Safety Specifications Document**

BASELINE HEALTH & SAFETY RISK ASSESSMENT AND PROJECT HEALTH & SAFETY SPECIFICATIONS DOCUMENT



PROJECT: THE CONSTRUCTION OF BERGZICHT TAXI RANK IN STELLENBOSCH

Date: September 2022



FOREWORD

These health & safety specifications have been compiled in terms of the Occupational Health & Safety Act no. 85 of 1993 and Regulations as amended (the Act).

It must be clear that this document is a management tool and should be used by the Principal Contractor and Contractors in order to comply with the aforementioned Act and Regulations.

Should there be any contradiction between this document and the Act, the Act must take preference except where explicitly stated.

Similarly where this document is silent on a specific health & safety requirement, the Act must be used as the minimum requirement.

Should you be unclear about anything set out in this document, please contact this office.

Ensuring you of our best intentions and service at all times.

A handwritten signature in black ink, appearing to read 'A. Burger', with a long horizontal flourish extending to the right.

André Burger
Occupational Health and Safety Agent – PrCHSA 028/2015 | SACPCMP

The first mention of Occupational Safety can be found in the Old Testament:

Deu 22:8 "When thou buildest a new house, then thou shalt make a battlement for thy roof, that thou bring not blood upon thine house, if any man fall from thence."



BASELINE HEALTH & SAFETY RISK ASSESSMENT AND HEALTH AND SAFETY SPECIFICATIONS FOR

Project: Bergzicht Taxi Ranking Facility in Stellenbosch

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specifications (also termed These Specifications)

The Construction Regulations places the onus on the Client to prepare health & safety specifications, highlighting risks not successfully eliminated during design. The Client also has the opportunity to set the tone and standard of construction health & safety on the construction project and more specifically on the actual site.

1.2 Responsibility and Accountability

It is imperative to understand the process of determining legal accountability as the OHS Act is the only criminal Act still administered by the Department of Labour. It **assumes** that the CEO is overall accountable even though he/she may delegate some of his/her responsibilities to other under his/her control. This principle is entrenched in Section 37(1) of the Act and is set out below for your benefit. This is generally referred to as the REASONABLE MAN TEST.

SECTION 37: Acts or omissions by Employees or Mandataries

- (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 employee to do or omit to do an act, whether lawful or unlawful, of the character of the act 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 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, of itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

1.3 Purpose of the Health and Safety Specifications

The purpose of the H&S specifications document is to assist in achieving compliance with the Occupational Health & Safety Act 85/1993 (OHS Act), its Regulations and the Construction Regulations (CR's) in order to prevent or as far as possible reduce incidents and injuries. These specifications should act as the basis for the drafting of the Principal Contractor and Contractors' construction phase risk assessments and health & safety plans.

The health & safety specifications document sets out the requirements to be followed by the **Principal Contractor (including any Direct Contractors) and its/their sub-contractors** so that the health & safety of all persons **(including the public)** potentially at risk may receive the same priority as other facets of the project e.g. cost, programme, environment, quality, etc.

1.4 Implementation of the Health and Safety Specifications (Drafting of Contractor Health & Safety Management Plans)

This health & safety specifications document forms an integral part of the contract and the **Principal Contractor and Contractors** appointed are expected to make use of it when compiling their project-specific construction-phase health & safety plans. The Principal Contractor must forward a copy of these specifications to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their specific operations.

2. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM ELEMENTS

2.1 Scope of the H&S Specifications

These Specifications cover the requirements for eliminating and mitigating incidents and injuries during the **construction of the new taxi ranking facilities at Bergzicht, Stellenbosch.**

These H&S specifications cover the dangers and hazards associated with the activities to be undertaken specific to the site in question based on the scope of work made available to the safety agent at the time of undertaking the assessment of the baseline health & safety risks.

The works will include such activities as:

Upgrade of the existing facility including the renovation of the existing building, extending the overhead canopy structure new e-recharging bays for future e-taxis with an overhead canopy, new wash bay area with an overhead canopy, access controlled vehicle ingress/egress onto/off the site.

The scope of the H&S Spec also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture among those working on the project. The health & safety specifications also make provision for the protection of those persons other than employees.

2.2 Interpretations

2.2.1 Application

This specifications document is a legal compliance document compiled in terms of the OHS Act and is therefore binding. The document must be read in conjunction with other relevant legislation including: **The Occupational Health & Safety Act 85/1993; Construction Regulations 2014; SANS 10085 (Scaffold Code); SANS 10042 (the wiring of premises); all other Regulations and Codes incorporated into the OHS Act; all relevant Codes specific to the operations/activities to be undertaken on this project; the geo-tech investigation report; the architect's, structural, civil, electrical and mechanical engineers' designs and specifications; all other design specifications and prescriptions by the various designers.**

2.2.2 Definitions

The definitions as listed in the OHS Act 85/1993 and **Construction Regulations (2014)** shall apply.

- Client – Owner/Developer.
- Contractors include sub-contractors.
- Directs – Any Contractor appointed directly by the construction Client.
- P/Contractor's Construction Manager as defined in the Construction Regulations 2014 [CR 8(1)] as the Construction Manager. This is not the Client's Project Construction Manager / site representative.
- Principal Agent = P/Agent = Client's Representative = Project Manager.
- Principal Contractor will mean any Contractor appointed directly by the Client on the project.
- Where the term Principal Contractors (plural) is used this refers to all Directs appointed on any project, which Directs are all Principal Contractors in their own right.

As well as

- **Consequence**

The outcome of an unwanted event (risk scenario) expressed qualitatively or quantitatively. It is usual to consider this in terms of the maximum reasonable potential outcome.

- **Control Measure (or Control)**

An act, object (engineered) or system (combination of act and object) intended to prevent or mitigate an unwanted event (risk scenario).

- **Critical Control**

A control measure that is crucial to preventing an unwanted event (risk scenario) or mitigating the consequences of an unwanted event. The absence or failure of a critical control would significantly increase the risk despite the existence of other control measures. In addition, a control measure that prevents more than one unwanted event or mitigates more than one consequence is usually classified as critical.

- **Hazard**

A source of potential harm in terms of human injury or ill health, or a combination of these. A hazard is typically an energy source.

- **Hierarchy of Controls**

A sequence of control measures, arranged in order of decreasing effectiveness, used to eliminate or minimise exposure to workplace health and safety hazards:

- i. Elimination – Completely removing a hazard or risk scenario from the workplace.
- ii. Substitution – Replacing an activity, process, substance or energy with a less hazardous alternative.
- iii. Engineering Controls – Designing control measures into processes and / or equipment (e.g. mechanical aids, interlocks, pressure relief systems, extraction, and ventilation) or isolating a hazard from persons through the provision of barriers, machine guarding, or insulation.
- iv. Administrative Controls – Establishing appropriate policies, procedures and work practices to reduce the exposure of persons to a hazard. This may include the provision of specific training and supervision.
- v. Personal Protective Equipment – Providing suitable and properly maintained PPE to cover and protect persons from a hazard (i.e. prevent contact with the hazard).

- **Likelihood**

A description of probability or frequency, in relation to the chance that an unwanted event (risk scenario) will occur.

- **Personal Lock**

A single lock with one unique key controlled by the owner. Used for personal protection.

- **Risk (Rating)**

A combination of the likelihood of the occurrence of an unwanted event (risk scenario) and the severity of injury or ill health that can be caused by the event.

- **Risk Assessment**

A process of evaluating the risk scenarios arising from identified hazards, and identifying control measures that are as effective as possible in order to manage the risks to levels that are as low as is reasonably practicable.

- **Risk Management**

1. The systematic application of management policies, processes and procedures to:
2. Identifying hazards;
3. Analysing and evaluating the associated risks;
4. Controlling the risks through the implementation of control measures; and
5. Monitoring the risks and related control measures on an ongoing basis.

2.3 **Minimum Administrative Requirements**

2.3.1 **Notification of Intention to Commence Construction Work & the Construction Work Permit**

The requirement for a construction H&S permit will not be applicable on this contract as the value of the particular main building contract is less than R40 mil and the project will run for less than 365 days.

The P/Contractor will have to notify the Department of Labour of its intention to commence construction work at least 7 days prior to commencing such work. Proof of the notification will need to be sent to the CHSA by means of email.

2.3.2 **Assignment of the Principal Contractor's / Contractors' Responsible Persons to Supervise and Co-ordinate Health and Safety on Site**

The Principal Contractor must make supervisory appointments as well as other relevant appointments in writing (as stipulated by the OHS Act and **Construction Regulations 2014**). See attached **Annexure 'B'** for more detail on which health & safety management appointments are foreseen to be relevant on this project.

2.3.3 **Competence of the Principal Contractor's / Contractors' Appointed Competent Persons**

The Principal Contractor and Contractors' competent persons for the various risk management portfolios must fulfil the criteria as stipulated in terms of the definition 'Competent Person' in accordance with the Construction Regulations. Proof to be available that relevant training as well as information on the OHS Act and relevant Regulations was received relevant to the specific portfolio.

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

The Principal Contractor must have in its possession a letter of good standing issued by its Compensation Assuror as proof of registration for workman's compensation. Contractors must also hold proof of workman's compensation assurance registration in the form of a letter of good standing and forward a copy to the Principal Contractor before they begin work on site. Contractors must be in good standing at all times while carrying out work on site.

2.3.5 Preliminary Hazard Identification and Risk Assessments (HIRA's), Progress Hazard Identification and Risk Assessment Reviews

The Principal Contractor must cause preliminary hazard identification and risk assessments (baseline HIRA) to be performed under the leadership of a competent person as part of its project H&S Plan. The hazards/ hazardous activities/operations foreseen, together with written safe work procedures must form part of the construction-phase health and safety plan submitted for assessment, comment, and approval to the Client.

An assessment of the risks associated with each hazardous activity must also be conducted by making use of a **recognised risk rating system/program/matrix**. These risk assessments must include:

- A list of hazards identified as well as potentially hazardous tasks and situations;
- The risks (probability of injury / damage), based on the list of hazards and tasks;
- A set of safe work procedures to be implemented with the aim of eliminating or if this is not possible, reducing and/or controlling the risks as far as reasonably practicable;
- A monitoring and review procedure of the risk assessments as they change i.e. how will the risk assessments be reviewed, when will they be reviewed and by whom.

The Client has included a baseline health & safety risk assessment for the construction work foreseen, and has included this herein below (annexure 'E'). The baseline H&S risk assessment must be utilised by the P/Contractor and Contractors when compiling their own preliminary risk assessment document as part of their H&S Plan submissions. Designers should also take the baseline risk assessment into consideration during design processes.

The Principal Contractor must ensure that contractors inform, instruct and train their workers regarding any hazards, the associated risks and the related safe work procedures to be implemented **before** any work commences and thereafter at regular intervals as the risks change and as new risks develop. This training should be carried out in the form of toolbox health & safety talks. **Contractors must conduct their own toolbox talks (training on activities and risk assessments) and submit proof of these talks in the form of attendance registers to the Principal Contractor at least weekly or before new activities begin.** Every worker on site must undergo such toolbox health & safety talks with the attendance registers kept in the Contractor's health & safety file.

Contractors must conduct their own hazard identifications and risk assessments specific to their operations and forward a copy to the Principal Contractor. The Principal Contractor when required must report on the status of its Contractors' risk assessments to the Client/H&S Agent at monthly audits.

The implementation of a hazard identification risk assessment (HIRA) look-ahead program is required on this project with the aim of identifying hazards and hazardous activities well before they are undertaken. Such programme should serve to ensure that safe work procedures are planned and implemented and that workers are properly informed of the hazards and safe work procedures before they are exposed to the risks. **Annexure 'H'** of this specifications document serves as a pro-forma in this regard.

It must also be emphasized that Designers as defined in the Construction Regulations have the duty of identifying design related hazards, substituting such hazards or clearly alerting Contractors where design related hazards cannot be eliminated.

Any design risks perceived by the designer to have an impact on construction health & safety must be brought to the attention of the P/Contractor with the aim of ensuring that all necessary health & safety measures can be priced and properly implemented thus minimising the chance of injury and property damage.

2.3.6 General Record Keeping

The Principal Contractor must keep and maintain all the necessary Health and Safety records to demonstrate compliance with these Specifications, with the OHS Act 85/1993, and with the Construction Regulations. Principal Contractors must also ensure that all records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are kept in the health & safety file(s) held in the site office. The Principal Contractor must also ensure that Contractors provide their own health & safety files, hold the files on site, maintain the files and make them available on request (the file must include the Contractor's health & safety plan and all relevant H&S documentation). Such 'Contractor health & safety files' must be audited by the Principal Contractor every 30 days with audit reports kept as proof.

2.3.7 Injury / Incident Reporting and Investigation

Injuries are to be categorised into: first aid; medical; disabling (lost shift/s); and reportable (Section 24). When reporting injuries to the Client/H&S Agent, these categories must be used. The Principal Contractor must investigate all injuries, with an annexure 1 investigation report being completed and filed for all injuries requiring treatment over and above first aid. **The Principal Contractor must report on the four categories of injuries at monthly project progress meetings with the P/Agent.** Contractors must investigate injuries and incidents involving their employees and forward a copy of the 'annexure 1' investigation report to the Principal Contractor concerned forthwith. The Principal Contractor must report all injuries to the Client/Safety Agent in the form of an injury report, at least monthly (at audits). **Note that the P/Contractor must conduct its own independent incident investigation where a sub-contractor or other person is involved – a detailed investigation report must be compiled and made available to the H&S Agent.**

All incidents reportable in terms of the provisions of Section 24 of the OHS Act must be reported to the local Dept. of Labour in the prescribed manner (**Dept. of Labour contact number: Cape Town 021 441 8000 / 021 441 5500 or fezeka.ngalo@labour.gov.za**).

2.3.8 Duties of Manufacturers and Suppliers (Section 10 of the OHS Act)

Any person who designs, manufactures, imports, sells or supplies any article for use at work shall ensure, as far as is reasonably practicable, that the article is safe and without risk to health when properly used and that it complies with all prescribed requirements.

Any person who erects or installs any article for use at work on or in any premises shall ensure, as far as is reasonably practicable, that nothing about the manner in which it is erected or installed makes it unsafe or creates a risk to health when properly used.

The above remains the responsibility of the P/Contractor who must ensure that manufacturers and suppliers comply with the provisions of the OHS Act.

2.3.9 Permits

Permits may include the following and must be co-ordinated by the P/Contractor or other responsible authority:

- Wayleaves for excavation work on municipal land so as to ensure that underground services have been identified and are clearly set out on a drawing(s).
- Work on overhead electrical installations belonging to external parties.
- Hot works – any activity resulting in a spark or flame.
- **Work involving existing telecommunications installations.**

2.3.10 Consolidation of Health & Safety Documentation

It is the duty of the Principal Contractor to ensure that all documentation required to be kept or generated during the construction phase is consolidated into one set of files that must be handed over to the Client upon completion of the construction work. These consolidated safety file(s) should include all instructions/guidelines/specifications/information from the design team that will be required for the continued safe operation and maintenance of the new structure(s) or part(s) thereof. **The consolidated documentation needs to be collated into an electronic format and handed to the client. Proof of handover must be shown to the CHSA.**

2.3.11 Offences and Penalties

Penalties may be imposed on the Principal Contractor and Contractors for ongoing non-compliance with the provisions of the Client's health & safety specifications, the Principal Contractor's health & safety plan, and site health & safety procedures and rules, including: Consultants rules, procedures, and specifications; Client-specific rules/protocols. The P/Contractor can also impose penalties on its sub-contractors and on other Directs within its area of responsibility/control. Non-compliances identified during H&S Agent audits, inspections, surveys and visits will be categorised into one of four levels based on potential injury/incident frequency (historical) and potential severity of injury/incident should it occur. These will be as follows:

1. **Life threatening situation** - a prohibition notice/order will be issued by means of a written instruction in the site instruction book or an explanation/detail in an audit report/e-mail. The activity in question must then be seized immediately and corrective measures taken to the satisfaction of the H&S Agent after which permission will be given to resume the activity.
2. **Injury foreseen** – a contravention notice will be issued by means of a written instruction in the site instruction book or an explanation/detail in an audit report/e-mail with a time frame for compliance stipulated. **Failure to comply within the time frame may result in up to a R2000 penalty per non-compliance item per day that the non-compliance persists.** Ongoing non-compliance may also result in a further issue of a prohibition notice/order.
3. **Ongoing contravention for similar non-compliances** - a contravention notice will be issued with a time frame for compliance stipulated. Failure to comply within the time frame may result in up to a R2000 penalty per non-compliance item per day that the non-compliance persists. On-going non-compliance may also result in a further issue of a prohibition notice/order.
4. **Minor or no injury foreseen** – an improvement notice will be issued. The corrective measures stipulated in a written instruction in the site instruction book or an explanation/detail in an audit report/e-mail must be taken.

Please note that any and all items noted under the heading of prohibition in the audit/inspection reports must be regarded as a work stoppage order for that specific activity. The required health & safety measures must be put in place first, before work may resume.

The methodology to decide the above levels will be directly linked to the risk assessments of the Principal Contractor and Contractors (e.g. high, medium and low). In the absence of a risk assessment the decision of the Client's H&S Agent will be final.

2.4 Principal Contractors, Contractors and Sub-contractors

2.4.1 Principal Contractor and Contractors' Requirements

The Principal Contractor must ensure that all Contractors appointed comply with these Specifications as well as with the OHS Act, the Construction Regulations, and other relevant legislation including project-specific rules and guidelines documentation that may relate to the activities directly or indirectly. A Contractor when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

The Principal Contractor may only allow a Contractor to begin work on site after receiving a suitable health & safety plan which must include a project-specific preliminary hazard identification, risk assessments and health & safety procedures, as well as a detailed fall protection plan. Such H&S Plan must be formally assessed by the P/Contractor and approved for implementation. The Principal Contractor must audit each of its contractors every 30 days, with audit reports kept on site. Such Contractor monthly audits must include an administrative documentation assessment as well as a physical inspection of the contractor's site activities and working conditions.

A Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's and/or its Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

- A Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all contractors including other Principal Contractors to enable each of those contractors to comply with the provisions of the Construction Regulations;
- A Principal Contractor shall take all reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the Principal Contractor and contractors, but at least once every 30 days;
- A Principal Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors so as to allow them to execute the work safely;
- A Principal Contractor must ensure that every contractor is registered and in good standing with a recognised compensation fund or with a licensed compensation insurer prior to work commencing on site;
- A Principal Contractor must ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process;
- A Principal Contractor shall discuss and negotiate with the contractor the contents of the health and safety plan and shall finally approve (in writing) that plan for implementation;
- A Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall include a record of all drawings, designs, materials used and other similar information concerning the completed structure, as well as all documentation generated during the construction stage;
- A Principal Contractor may only appoint a contractor to perform construction work when such Principal Contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

Please note that a **labour broker** is **not** deemed to be an Employer in terms of the Occupational Health and Safety Act, and workers supplied by these entities must be treated as if they were your own employees. So called **"Labour Only" Contractors** will be deemed to be employees of the Principal Contractor and all aspects pertaining to their activities in relation to the OHS Act must be managed by the Principal Contractor concerned. No Mandatary Agreements may be entered into with such Labour Only Contractors unless all legal requirements have been met by the Labour Only Contractor concerned.

2.4.2 Principal Contractor / Contractor Competency Assessment

The Principal Contractor must be reasonably satisfied that the contractors it intends to appoint has the necessary competencies and resources to safely conduct the work they will be appointed for. This should be established at tender stage and before appointments are made. One of the preferred ways of determining whether a contractor is competent is to ask for a previous safety plan as compiled for another similar project. Once the contractor is appointed, but before it begins work on site a site-specific safety plan must be discussed and negotiated with the Principal Contractor. Such health & safety plan must be approved for implementation by the Principal Contractor.

2.4.3 Pricing for Occupational Health & Safety Compliance

All parties bidding for work on this construction project must ensure that they have made sufficient provision for the cost of complying with this Specifications document as well as with the OHS Act and incorporated Regulations as a minimum requirement in their tender documentation. It must also be taken into consideration that time is money, which implies that sufficient time must be allowed for the implementation of the minimum OHS standards. No additional claims will be entertained at a later stage should a compliance requirement be prescribed in the OHS Act, incorporated regulations or in this Specifications document unless due to design changes which would require additional resources.

The professional quantity surveyors must develop a strategy in this regard to ensure that H&S costs have received sufficient consideration.

2.4.4 Contractors' Health & Safety Plans

1. Introduction:

- The Construction Regulations aims to improve overall management and co-ordination of Health, Safety and Welfare throughout the Construction Stage and reduce the large number of serious and fatal injuries and cases of ill health, which occur every year in the Construction Industry.
- In terms of the Construction Regulations, a Principal Contractor is required to develop a Health and Safety Plan before work commences work and review it throughout the construction phase. The degree of detail required in the Health and Safety Plan and the time and effort in preparing it should be in proportion to the nature, size and level of Health and Safety risks foreseen on the project. Projects involving minimal risks will call for simple, straightforward plans. Larger projects or those involving significant risks will need substantially more detail.

2. What should the construction health & safety plan cover?

The Construction Health and Safety Plan should set out the arrangements for ensuring the Health and Safety of personnel carrying out the construction work as well as other persons who may be affected by such work.

The health & safety plan should set out:

- The project-specific preliminary risk assessments taking into account the Client's baseline HIRA;
- The arrangements and procedures for managing Health and Safety of the construction work including supervision and safety officer involvement.
- The monitoring systems for checking that the Health and Safety Plan and H&S procedures are being properly followed by the P/Contractor and Contractors.
- The Health and Safety Risk Assessment strategy and rating system to be used on this project including the activity look-ahead strategy.
- The **safety officer duties** specific to this project based on the assessment of project complexity.
- Safe work procedures for minimising the risks posed by the hazards identified.
- Special attention must be given to: **Public protection health & safety measures; informal traders and commercial properties, busy roadways, pedestrian walkways), site hoarding/fencing; traffic/pedestrian accommodation and management – busy streets; site access control and health & safety signage; existing and new underground services; construction vehicle and mobile plant movement on and around site; earthworks and trenching; civil works, layer works and paving/asphalt; waste/rubble control; general fall risk activities including work on ladders and scaffolds (single-storey buildings and structures); lifting machine (truck-mounted cranes), lifting equipment and tackle; hazardous chemical substances and flammables; noise management; dust management; fire**

prevention and fire-fighting capabilities; roof work (roof sheeting and canopies); reticulation of new electrical installations to the various new buildings; use of electrical tools and machines.

- The H&S Plan must include a **fall protection plan** detailing the specific fall related hazards and safety measures that will be implemented **including roof work fall protection, scaffolding, and ladders use.**
- Regular liaison between parties on site i.e. meetings; information sessions.
- Consultation with the work force i.e. toolbox talks; risk assessment training.
- The exchange of design information between the Client, Designers, and Contractors on site.
- Selection and control of Contractors i.e. selection criteria; inspection strategies; and audit criteria.
- Site health & safety induction and on-site training i.e. inductions; toolbox talks; risk assessment training.
- Welfare facilities, first aid, emergency planning and fire prevention strategies.
- The reporting and investigation of injuries and incidents including near misses i.e. what the intended system will be.
- Site specific rules and procedures including the company disciplinary code – enforcement of discipline on site (P/Contractor personnel and contractor personnel).
- The process to be followed when assessing the competence and resources of potential sub-contractors before appointment.
- The process for stopping work on site – stopping sub-contractors, stopping your own personnel.
- The process for assessing Contractor H&S Plans before approval thereof.

The Health and Safety Plan will then need to be reviewed and updated as the project develops, as information becomes available pertaining to new risks and as information becomes available from the Contractors carrying out specific activities on your behalf. Unforeseen circumstances or variations to planned work may also arise and must be dealt with by reviewing the health & safety plan (and activity-specific risk assessments) and updating the health & safety procedures set out in the plan (and risk assessments). **Note that Contractor health & safety plans need to be assessed and finally approved by the P/Contractor. The assessment criteria must be clearly set out in the P/Contractor's safety plan.**

2.4.5 P/Contractor and Contractors' Health & Safety File(s)

Such Files must contain at least the following documentation / records:

- H&S Plan, activity-specific risk assessments, HIRA look-ahead programmes, fall protection plan;
- **Notification of construction work to the DoL;**
- Copy of the OHS Act and Regulations;
- Emergency plan and telephone numbers;
- H&S induction records, HIRA training, H&S information session records (toolbox talks);
- Management appointments and management organogram for the project;
- Proof of competence – various personnel and operators;
- Inspection registers – various project-specific planned maintenance inspections, load test certificates, service records, etc.;
- Injury and incident investigation reports and first aid dressing book;
- Safety officer inspection reports – **weekly summary reports by the P/Contractor safety officer and fortnightly safety officer reports by sub-contractor safety officers;**
- **Planned task observations – at least two PTOs per week by the P/Contractor site safety officer and two per fortnight by the sub-contractor safety officers;**
- HIRA look-ahead schedules – 14-day look-ahead;
- Audit reports – monthly subbie audits;
- Contractor H&S Plan assessments and approvals;
- Material safety data sheets – hazardous chemical substances;
- Safety meeting minutes and attendance registers;
- Medical assessment certificates – workers;
- Updated list of sub-contractors with details of: trade, contact numbers, address, site manager name.

2.5 Client Identified Hazards and Potentially Hazardous Situations

2.5.1 H&S Agent-identified Hazards / Hazardous Activities

The following activities have been identified by the H&S Agent as **potential High and Moderate Risk activities/hazards/situations** associated with this construction work and must be incorporated in the Principal Contractor's and Contractors' health & safety plans and risk assessment documentation where applicable to the particular contractor's operations. **This list of potential hazards/activities as specific to the site in question must also be read in conjunction with the Client's baseline risk assessment set out in annexure 'E' herein below.**

High risk items:

1. Public protection – neighbouring housing complexes and commercial properties, busy roadways, pedestrian walkways, existing taxi ranking facilities.
2. Existing high voltage electrical cables running through the site.
3. Identifying existing services such as electrical and water on the site as well as documenting the new services installed on site.
4. Providing a temporary electrical installation for the site and offices, including the use of distribution boards and even the use of petrol generators.
5. Trenching for foundations and civil services.
6. Roadworks and the associated traffic and pedestrian accommodation.
7. Construction vehicles and mobile plant e.g. earthworks plant, trucks, bakkies, mobile cranes, truck-mounted cranes, concrete mixer, digger-loaders, etc.
8. Lifting operations – lifting machines, equipment and tackle e.g. truck-mounted cranes, telehandlers, and lifting tackle.
9. Supply of the new electrical installations to the various buildings.
10. Roof work – new roofs to buildings.
11. Taxi rank canopy structures and roof installations.
12. Brick cutting using angle grinders and brick cutting machines (bricks and pavers).
13. Chasing into walls and other surfaces using angle grinders.
14. Explosive actuated fastening devices.
15. The presence of social diseases such as the currently experienced COVID-19 influenza strain.

Moderate risk items:

16. Existing services running through both sites i.e. storm water, water, sewer, and telecommunications.
17. Delivery of materials and equipment to site via the agreed delivery routes – busy roadways adjacent to the site in question.
18. Concrete for foundations and structure.
19. Back-propping of concrete elements.
20. Scaffolds – erection, alterations, dismantling, and work thereon – single-storey dwellings.
21. Use of extension ladders and step ladders.
22. Noise and dust due to construction activities and external works.
23. Stacking and storage of materials and equipment e.g. pallets of bricks, roof trusses, roof sheets, etc.
24. Portable electrical tools and extension leads.
25. Hazardous chemicals such as solvents, cleaning agents, cement, fuels, oils, epoxies, glues, etc.
26. Rainy conditions – wet ground conditions, excavations, temporary electrics, scaffolding, roof work, taxi rank canopy roof.

These hazards should be used as a starting point by the Principal Contractors and their Contractors so as to elaborate on their own hazard identifications and risk assessments in terms of Section 8 of the OHS Act and General Safety Regulations 2(1).

2.5.2 Unforeseeable Hazards

Principal Contractors must immediately notify Contractors as well as the Client/Safety Agent, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities so that the necessary precautions may be taken before such work begins.

2.6 Site Operational Requirements

2.6.1 Site Health and Safety Meetings

The Principal Contractor must ensure that site health and safety meetings are held monthly with minutes kept. Meetings must be chaired by the Principal Contractor's Responsible Person [CR 8(1) person] or suitable CR 8(2) Person if the CR 8(1) is not available. Further, CR 8(2) and CR 8(7) appointees must attend such monthly meetings. Project H&S meetings will be required as soon as the site personnel exceeds 20 persons.

All sub-contractors' Responsible Persons [8(7)'s or 8(8)'s] must attend the P/Contractor's monthly safety meetings. The safety officers and Health & Safety Representatives may attend the Principal Contractor's monthly health & safety meetings.

At least the following topics must be tabled at meetings: management appointments and risk management portfolios; sub-contractor legal compliance issues; injuries and incidents; hazards and risk assessments (present and foreseen); health & safety procedures; method statements for upcoming activities; planned inspections and registers/record keeping, etc. The meeting chairperson must sign off and date the minutes.

2.6.2 Health and Safety Training

2.6.2.1 H&S Induction Training

The Principal Contractor must ensure that its site personnel including all sub-contractors, direct contractors and site visitors undergo a site-specific health & safety induction training session held and managed by the P/Contractor before any worker starts work on the project (termed a 'site-wide' H&S induction session). The induction needs to warn persons of the site hazards foreseen and any safety and health measures to be implemented or complied with at the time of site entry. A record of attendance must be kept in each contractor's health & safety file. Note that all contractors need to induct their employees as to their own activity-specific hazards, risks and safe work procedures.

2.6.2.2 H&S Awareness Training

The Principal Contractor must ensure that, on-site, periodic toolbox health & safety talks take place at least once every week or more often depending on the particular contractor's risk assessment programme requirements. All site personnel including all sub-contractors must attend health & safety talks at such intervals and keep proof thereof. These talks should deal with risks relevant to the construction work at hand i.e. they should be based on the job-specific risk assessments and safe work procedures. Records of attendance must be kept in the health & safety file. All contractors' employees must attend health & safety awareness toolbox talks carried out by their own supervisors, the attendance registers must be copied to the Principal Contractor together with information on the topics/risks discussed at the session.

2.6.2.3 Competence of Persons

All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This must be assessed on a regular basis e.g. training, evaluation, periodic audits, progress meetings, etc. Principal Contractors are responsible to ensure that Competent Contractors are appointed by them to carry out construction work on site. **Note that the Construction Regulations 2014 now also requires all appointees (competent persons) to be trained on the requirements of the OHS Act and relevant Regulations. Refer section (b) of the said definition.**

2.6.3 Health & Safety Audits, Monitoring and Reporting

The Principal Contractor is obligated to conduct monthly audits (every 30 days) on all Contractors appointed by it and keep audit reports in its health & safety file. Contractors have to audit their sub-contractors and keep records of these audits in *their* health & safety files, made available on request where such

sub-contractors will be on site for longer than a month. **The principal contractor has to submit the audit criteria intended to be used on sub-contractors together with the H&S plan for approval by the Client.** The H&S Agent will conduct monthly audits on the Principal Contractor's health & safety management plan to ensure that contractors

are working in accordance with the agreed safety & health requirements/procedures. Refer to attached **Annexure 'C'** for more requirements and details regarding these audits. Further site inspections and visits may also take place.

2.6.4 Medical Fitness of Personnel

Contractors must ensure that **all** construction personnel (Construction Regulations 2014) undergo medical fitness assessments. Such assessments must be conducted by a **certified occupational health practitioner** as required by the Construction Regulations. Should a questionnaire be used as an assessment tool then such questionnaire must be administered by a **certified occupational health practitioner**.

Proof of these medical fitness assessments must be available on site in the site H&S file in the form of Annexure 3.

Note that the CR's 2014 requires all Contractor personnel to undergo medical assessments based on the work they undertake (not merely workers in elevated positions and those operating plant).

2.6.5 Emergency and Evacuation Procedures

The P/Contractor will need to prepare an Emergency Procedure once establishing on site. **Such emergency procedures must include evacuation protocols and muster point.** The procedure/plan must take into consideration the risks and potential incidents posed by the work to be carried out on this project.

The procedure must detail the response plan including the following key elements:

- Drawing detailing the escape routes;
- List of key competent personnel;
- Details of the relevant emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies e.g. fire, injury, and collapse of structures;
- Rescue plans including access of emergency personnel to the injured person **on site which could be on a roof or scaffold, or in an excavation.**

Emergency procedure(s) must include, but shall not be limited to: fire; injury to employees; damage to material/equipment/plant; use of hazardous substances; injury to members of the public, etc. The Principal Contractor must advise the Client in writing forthwith, of any emergency situations, together with a record of action taken/action to be taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and made available to site personnel. The emergency plan may need to be reviewed from time to time as conditions/environment changes.

2.6.6 First Aid Management

The Principal Contractor will need to ensure that its own first aid equipment is available on site from the outset, which equipment will need to be available to contractors who have less than 5 persons on site. Contractors with less than 5 workers must consult with the P/Contractor to ensure that first aid equipment is available.

All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees must have their own trained, certified first aider on site at all times. Copies of valid certificates are to be kept on site. The Principal Contractor must ensure that any contractor working after hours has the necessary first aid and first aider on duty.

2.6.7 Fire Prevention and Fire-Fighting Capabilities

The Principal Contractor and its Contractors must provide adequate, regularly serviced fire-fighting equipment located at strategic points on site and at the site camp, specific to the classes of fire likely to occur and in accordance with a site-specific fire risk assessment to be conducted by the P/Contractor during site establishment. The appropriate notices and signs must be posted up as required. **Wherever *'hot work' is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with the project hot work procedures and must be in possession of a hot works permit issued by the P/Contractor.**

***'Hot work'** includes all work that generates a spark or flame and which may therefore result in a fire.

The Principal Contractor will need to do the necessary fire risk assessments specific to its works and ensure that sufficient fire-fighting equipment is available in case of emergency.

Should the P/Contractor be unsure of the fire-fighting equipment required on this project or if a dispute arises as to the adequacy of the site fire arrangements and procedures, the local fire chief

of local authority must be contacted and must pronounce on the matter.

2.6.8 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor must ensure that all site personnel and visitors are issued with and wear the appropriate PPE as indicated in its risk assessment documentation. The Contractors must make provision and keep adequate quantities of SANS approved PPE on site at all times according to their risk assessments.

Eye protection must be worn by those working grinders, skill saws, high pressure water cleaners and the like. Even those workers in close proximity to these operations will also be required to wear such eye protection.

Hard hats will be required by those working in areas where there is a risk of head injury due to falling/striking objects. **The site will need to be deemed a hard hat zone due to the use of scaffolds and ladders and the installation of roofs even though single storey in extent.**

Safe footwear will be required as decided upon after a risk assessment has been carried out by the respective contractor. **It is however advised and foreseen that steel toe cap safety shoes should be a site requirement.**

Hand protection must be taken into consideration when assessing the risks associated with certain activities with the aim of minimising the risk of hand injuries. **Leather gloves must be worn by personnel where there is a risk of hand and finger injury. Rubber gloves will be necessary for use by concrete teams.**

Hearing protection is required where noise zones are envisaged and/or where activities emit noise higher than 85dB(A).

Reflective vests will be required by persons working/walking where construction vehicles, mobile plant and lifting machines/equipment are in operation. **This will be of particular importance to the civils and earthworks contractor(s).**

Personal fall protection equipment will be required when other forms of fall prevention are not possible. Such equipment must include full body harnesses and lifeline systems to the approval of the Client – **will be required on roofs where scaffolds and ladders cannot be used. Lifelines may be required in certain instances where safe platforms cannot be provided.**

Respiratory protection will be required by personnel exposed to hazards such as: cement dust, wood dust, vapours, fumes, etc.

Visitor PPE must be available and issued to visitors before they are exposed to overhead hazards and other hazards such as construction mobile plant, etc. The P/Contractor will need to make the necessary arrangements to ensure this – **hard hats (5 no.), reflective vests (5 no.), eye protection (5 no.).**

2.6.9 Occupational Health and Safety (OHS) Signage

H&S notices and signs must be posted up at all entrances to the construction site and should include but not be limited to: 'construction work - no unauthorised entry', 'report to site office for H&S induction', contact telephone number of site manager, safety officer, emergency services, 'beware of open trenches', 'beware of overhead work – hard hat zone', 'beware of electrical dangers', 'beware of mobile plant and construction vehicles'.

Health & safety signage must be well maintained including weekly inspections, cleaning, replacement and repair. Where public walkways are diverted, clear directional signage must be posted up.

Activity-specific signage in accordance with legislation will also be required i.e. scaffold tags; excavation work signs; electrical warning signs; mandatory/specific personal protective equipment signs, etc.

2.6.10 After-hours Work (outside normal working hours)

The Principal Contractor must abide by the working time prescriptions set out by the Client

The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely at all times in all areas.

First aid facilities and supervision must be present during after-hours work. **A competent P/Contractor and Contractor supervisor must be on site at all times to ensure that health & safety is implemented and enforced.**

2.6.11 Public Protection and Site Visitor Health & Safety

The site is located within a busy commercial urban environment and must therefore be adequately fenced off as is required by the Construction Regulations. It is required that fencing be at least 1.8m high, secured in a vertical position and maintained as such throughout. Controlled access must be ensured which could be by means of keeping the access gates closed and locked. Should access gates need to remain open for whatever reason, such open gate must be manned to ensure this controlled access is maintained and enforced i.e. no access to unauthorised persons.

Public walkways, roadways and general areas adjacent to the site must be kept clean and free of construction materials so as to prevent any negative impact on the public. Public roadways and walkways outside the site will have to be cleaned on a regular basis – daily inspections will need to be conducted by the **principal contractor to ensure that all public areas are clean and free of hazards. The public must be protected from all construction related hazards and risks. Refer Section 9 of the OHS Act.**

Site visitors must be briefed on the hazards they may be exposed to as well as what measures are in place or should be taken to control these hazards. The Construction Regulations require that a record of these 'inductions' be kept on site. **It is advised that a visitor book with site rules leaflet** be kept at the **principal contractor's** site office and all visitors to be directed to such point where they must read through the site safety information and sign the visitor book.

Visitor hard hats and other risk specific PPE must be kept in the site office and made available by the principal contractor.

2.6.12 Site Access and Security

Access to the construction site will be limited to the specified access gate(s) as defined by the P/Contractor and must be strictly enforced. **A safe access way must be designated and maintained from the point of entry to site through to the site office. The separation of vehicle access and pedestrian/worker access walkways must be provided and maintained so as to prevent the associated risk of injury wrt moving vehicles and mobile plant.**

Contractor employees will be required to carry **access tags or hard hat stickers** as an indication of their authority to enter the respective construction zones. Such access tags must also serve as proof of H&S induction attendance – no tag, no entry.

Access points to the construction site must carry the necessary signage and site manager's contact number.

The Client and Principal Contractor reserve the right to search and scrutinise all persons, bags, toolboxes, vehicles at any time. Workers must obey any and all security instructions at all times.

2.6.13 Construction Health & Safety Officers

The Principal Contractor will have to appoint a part-time Construction H&S Officer [in terms of Construction Regulation 8(5)] which person will need to spend at least two half days on site per week. Each and every sub-contractor will need to appoint at least a part-time safety officer who will need to visit sites at least once per fortnight. The Client's H&S agent reserves the right to increase the P/Contractor and sub-contractors' safety officer involvement (time) based on sub-standard health & safety performance.

The following health & safety officer related duties will have to be carried out:

- a) Health & safety audits and inspections including administrative and physical audits of all Contractors' health & safety plans, files and activities, and record findings in the form of audit reports to be kept in the health & safety file;
- b) Compile site inspection reports - **weekly summary reports by the P/Contractor safety officer and fortnightly safety officer reports by sub-contractor safety officers;**
- c) **Planned task observations – at least two PTOs per week by the P/Contractor site safety officer and two per fortnight by the sub-contractor safety officers;**
- d) Assess and finally approving contractor health & safety plans;
- e) Maintain and co-ordinate the principal contractor's health & safety management programme;
- f) Investigate near misses, incidents and injuries;
- g) Co-ordinate the function of reviewing the hazard identifications and risk assessments and ensuring that up-coming activities are assessed for risk;
- h) Assisting with method statements and safe work procedures and checking whether the responsible persons on site follow these safe work procedures;
- i) Enforcing discipline on site and checking on compliance with health & safety procedures, standards and rules;
- j) Co-ordinating health & safety induction training and safety awareness sessions;
- k) Co-ordinating the H&S induction programme on site;
- l) Hot work permit system management and co-ordination;

The appointed H&S Officer will need to be competent in terms of training, experience, knowledge of construction and health & safety and will need to be qualified in terms of the SACPCMP requirements (a requirement as from August 2015).

2.7 Physical Requirements

2.7.1 Detection and Location of Existing Services/Utilities

The Principal Contractor must ensure that the location of any and all underground services are known before starting any excavations work on site. The Consulting Electrical or Civil Engineer must identify all existing electrical services on the necessary as-built drawings or similar format and notify the P/Contractor. Should the location of services (electrical, water, etc.) not be known or if it is suspected that services might be present, the Client must mandate the Contractor concerned to make use of the necessary **detection equipment** in order to accurately identify services before starting with earthworks or trenching.

2.7.2 Traffic & Pedestrian Management

Public walkways, roadways and general areas adjacent to the site must be kept clean and free of construction materials so as to prevent any negative impact on the public. Public roadways and walkways outside the site will have to be cleaned on a regular basis – daily inspections will need to be conducted by the **principal contractor to ensure that all public areas are clean and free of hazards.** **The public must be protected from all construction related hazards and risks relating to public roadways and pedestrian walkways.**

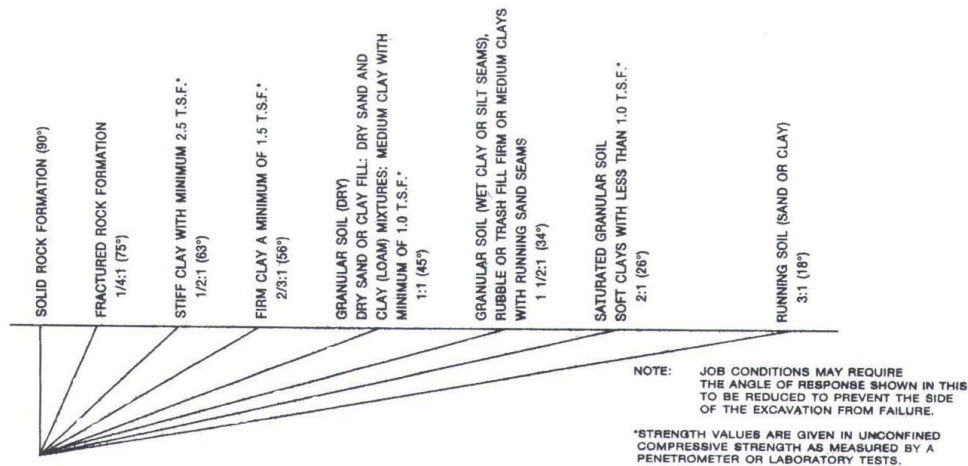
Should any road or pedestrian crossings be required due to new service installations, such crossings / trenching must be done in accordance with all the necessary trenching safety requirements i.e. solid barricading where traffic is adjacent and fencing where pedestrians are alongside. Shoring and bracing or battering back of trenches in accordance with the civil/geo-tech engineer's specifications must be adhered to at all times. Where inadequate space is foreseen in order to ensure all the necessary trench and public safety requirements, then total closure of the roadway/pedestrian walkway must be considered and in fact ensured. Note that pedestrians may not be 'shifted' into a roadway unless behind solid barriers such as New Jersey barriers.

2.7.3 Trenching and Excavations

The Principal Contractor and relevant Contractors must make provision in their tender for the shoring of excavations where the soil conditions warrant it or if this is not possible batter back such excavations to a safe angle, termed the safe angle of repose.

The Principal Contractor has the following options: first option is to shore or brace the excavation, should this not be practical then such excavation must be battered back to the safe angle of repose (second option), should the first two options not be deemed necessary by the contractor, then permission must be given in writing by the appointed competent excavation supervisor (third option). Where uncertainty pertaining to the stability of the soil exists, the decision of a professional engineer or professional technologist competent in excavations shall be decisive. Such permission must be in writing.

TABLE 1
MAXIMUM ALLOWABLE ANGLE OF REPOSE FOR THE SIDE OF AN EXCAVATION IN EXCESS OF 5' DEPTH



As a minimum requirement, the contractor would need to ensure compliance with the above table 1. It is also requested that site conditions be assessed at the time of excavation, including the underground water table levels and the like, and that the necessary judgements get made by the competent persons i.e. civil engineer and contractor as well as the geotech engineer wherever doubt exists.

- Excavations/trenches are inspected before every shift and a record of these inspections is kept;
- **The entire site must be enclosed with at least 1.8m high fencing, securely supported in an up-right position. Any excavation in excess of 1m in depth will need to be demarcated with orange barrier netting set back from the edge by 1m and supported at 3m centres, to a height of 1m within the already fenced off site.**
- Any excavation adjacent to a site walkway will need to be fitted with a solid barrier.
- Safe work procedures have been communicated to the workers;
- The safe work procedures are enforced and maintained by the Principal Contractor's and Contractors' responsible persons at all times;
- Excavations next to roadways, including site access routes - ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its 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.
- Ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken that may be necessary to ensure the stability of such building, structure or road as well as the safety of persons.
- Cause convenient and safe means of access to be provided into every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- **The shoring and bracing of excavations must be as per the design of a competent temporary works designer and signed off by such designer once installed. Drawings must be available on site which drawings must be used by the appointed inspector who will then undertake the daily inspections as per the requirements and prescriptions of the temporary works designer;**
- Ascertain as far as is reasonably practicable, the location and nature of electricity, water, or other similar services which may in any way be affected by the work to be performed. **Where there is the presence of high voltage electrical cables running along the perimeter or through site, such as is the case on this site, Way Leaves will need to be applied for and will serve as indications of services. Should you as the contractor not be sure of the exact location of electrical services, detection equipment must be used as well as a system of hand excavation as per a written risk assessment and method statement.**

Excavations must be adequately barricaded when adjacent to construction roadways, keeping vehicles well away from the hazard. Trenching undertaken off site will need to be fenced off (1.8m Ready-fence panels) keeping the public well away. When adjacent to roadways, such trenches must be barricaded with New Jersey barriers and illuminants for night-time warning. A detailed traffic and pedestrian management plan must be compiled by a competent person and implemented/enforced by the P/Contractor.

2.7.4 Deliveries, Waste Removal, Stacking/Storage of Materials

Construction materials and equipment may only be stacked/stored in designated areas as identified and agreed.

The Principal Contractor must ensure that there is an appointed stacking supervisor and all materials, formwork and all equipment is stacked and stored safely, on level, compact ground, out of access ways and no more than three times the minimum base width in height. Pallets of bricks may not be stacked more than two above each other and must be on timber pallets. No construction materials or equipment may be stacked or stored in public areas unless authorised by the client and fenced off as per the client's requirements. Waste materials must be kept within designated construction zones and disposed of regularly. A system of separation is required in the interest of good environmental management practise. **The principal contractor will be responsible for co-ordinating and managing this function.**

2.7.5 Fall Protection / Scaffolding / Working at Fall Risk Positions

Working in a fall risk position includes any work where there is a risk of a person falling. The Principal Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations before this work is undertaken.

All scaffolding must comply with the requirements of SANS 10085-2004. Scaffolding must be declared safe for use by a competent scaffold inspector who must complete the scaffold register and tag the scaffold accordingly. All scaffolds must be tagged either 'safe' or 'unsafe'. Inspections must then be carried out weekly, after bad weather, after any alterations, after an incident, and before dismantling. The Principal Contractor must keep all scaffold inspection registers on site. **The Principal Contractor must also appoint one or more of its own supervisory members to supervise/co-ordinate scaffolding on site (scaffold supervisor).**

Working in fall risk positions requires the preparation of a fall protection plan (FPP). Contractor FPP's must be compiled and submitted to the P/Contractor for assessment and final approval well before any elevated work may be undertaken by such contractor. The plan must include all relevant fall related risk assessments and safe work procedures. **All persons working at fall risk positions must be evaluated for physical fitness – such evaluation may only be performed by a certified occupational health practitioner. The Principal Contractor and Contractors must explain their methodologies in this regard in their H&S Plans.** All persons working in elevated positions must be informed of the risks and safety measures (in other words all workers must be trained on the fall protection plan, in the form of a toolbox safety talk) and records of this training/information session must be kept on site.

Where fall prevention or fall arrest devices are being used, the correct devices must be used for the intended purpose and they must be properly inspected and maintained. Workers must be trained in the use and maintenance of the fall prevention and arrest equipment/devices. Safety belts as a method of fall arrest are prohibited. Full body harnesses must be worn. **Where lifelines or other devices are required such devices must be detailed in the fall protection plan of the Contractor concerned and approved by the P/Contractor before such work begins. Lifelines may only be fitted by certified rope access personnel. Lifeline inspections will need to be carried out daily with records kept as proof thereof. Workers must have the opportunity to be secured from falling at all times, ensuring 100% fall protection on this project is a minimum requirement.**

All scaffolding platforms above 2m from the ground must be complete with guardrails and toe boards and must be fully boarded as per the requirements of general-purpose scaffold platforms (5-board platforms).

Mobile and static scaffolds may not exceed 3 x their minimum base width in height and must be adequately boarded as per their loading requirement. Mobile scaffolds and static frame towers must be erected as per the manufacturers' requirements (copies of these erection specifications/data sheets must be available to the scaffold erectors and scaffold supervisor on site). **A copy of the scaffold code of practise must be available on site (SANS 10085-2004).**

2.7.6 Roof work

A roof work safety plan (inclusive of roof supporting structure and roof covering) must be compiled by the roof work contractor well before the roof replacement takes place and must be approved by the P/Contractor before work may begin. Such roof work safety plan must be forwarded to the P/Contractor for assessment and final approval at least two weeks before the roof supporting structure is scheduled to begin. The plan must include the following:

- How the roof work is planned to be erected or worked on;
- What hazards (tasks and tools) are associated with the work. **Where safe work platforms cannot be provided, then lifeline systems need to be installed. Lifelines may only be installed and signed off by certified rope access personnel. Note that this project will involve the construction of structures in excess of 6 meter in height making personal fall prevention in the form of safety harnesses and life lines an option. Safe work platforms and safe ladders will however be the first option;**
- That the roof workers are competent (trained, experienced, knowledgeable);
- That no work is carried during inclement weather or where conditions are hazardous to workers;
- That fragile material/areas are demarcated and sign posted;
- That suitable platforms are provided where fragile materials exist;
- Safe access systems/procedures;
- **The safety and health measures need to be implemented to ensure the safety and health of roof workers as well as persons working/having access below the roof work.**

A 100% fall prevention strategy must be implemented and enforced which must include a combination of scaffolding, ladders, safety harnesses, lifelines, specified attachment points, safe access, competent personnel, supervision, tool/equipment drop prevention.

2.8 Plant, Machinery and Equipment

2.8.1 Construction Vehicles & Mobile Plant

“Construction Plant” includes all types of plant including but not limited to, lifting machines and equipment, construction vehicles, compaction plant, concrete/cement mixers, d/loaders, etc.

The Principal Contractor must ensure that such plant complies with the requirements of the OHS Act, Construction Regulations and any manufacturers’ specifications. The Principal Contractor must inspect and keep records of inspections on construction vehicles and mobile plant used on site. Only authorised/competent persons in the possession of the necessary **training certificates** and in possession of a **certificate of medical fitness (valid for one year) may operate construction vehicles and mobile plant**. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

Reverse alarms must be installed on construction vehicles i.e. trucks, digger loaders, etc. Any vehicle or mobile plant using any public road must be roadworthy and carry a license proving this. Likewise, any operator of such construction vehicle or mobile plant will have to carry the necessary driver’s license. **Construction mobile plant making use of a public roadway adjacent to the construction work site may only do so in accordance with the accepted traffic and pedestrian management plan for the project.**

All personnel assisting construction vehicles and mobile plant must wear reflective vests to assist the operators/drivers as to the location of such persons.

2.8.2 Plant and Machinery (Including Hired Plant and Equipment)

The Principal Contractor must ensure that any plant and machinery, including hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act and Construction Regulations shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that competency and medical certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file. All relevant contractors must ensure the same when they hire plant and machinery.

The Principal Contractor must ensure compliance with the Driven Machinery Regulations, which includes carrying out risk assessments on the machines, inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

2.8.3 Ladders and Ladder Work

The Principal Contractor must ensure that all ladders are: inspected daily before use with monthly records kept; in good safe working order; the correct height for the task; extend at least 1m above the landing being served if an access ladder; fastened and secured in position; and at a safe angle 1:4. Stepladders must be safe for use, must be the **correct height for the task and the top two rungs/steps may not be used**. **The maximum height of extension ladders is 9m and must be supported on level compacted ground supported by a person at its base. The correct angle must also be adhered to. See annexures ‘L’ and ‘M’ for further details on extension and step ladder safety.** Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same. Take note of the ladder regulation promulgated under the General Safety Regulations. Contractors must undertake activity-specific risk assessments before making use of ladders over 5m in length/height in an effort to ensure that all hazards have been identified and that the necessary safety measures are in place.

2.8.4 Lifting Machines, Tackle and Lifting Operations (Truck-mounted Cranes)

The Principal Contractor must ensure that lifting machinery and tackle are inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Regulation 22). There must be a **competent lifting machine inspector (registered with the Department of Labour, Gazette number 27305)** and a competent lifting tackle inspector designated who must inspect the equipment, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out (3-monthly inspections and records for tackle and 6-monthly inspections and records for lifting machines);
- Records are kept of inspections and of services;
- There is proper supervision in terms of supervising and co-ordinating lifting operations on site. A written appointment is required setting out the duties of such lifting operations supervisor/manager;
- Rigging of loads is done in accordance with acceptable safe work practices;
- Guy ropes (tag lines) are connected to every load to ensure that such loads are always under control;
- Banks men are designated and competent to rig and control loads;
- Annual load test certificates for lifting machines are in place;
- Load test institutions are registered with the Department of Labour;
- Lifting machine inspectors are certified by the Engineering Council of South Africa;
- The operators are certified to operate the specific machine (valid certificate to be on site);
- The operators are physically fit to work and in possession of a medical certificate of fitness to be available on site.

2.8.5 Electrical Installations, Electrical Machinery, and Portable Electrical Tools

The Principal Contractor must notify the Client should they not be sure of the location of any **underground** electrical installations. **A certificate of electrical compliance will be required from the electrical contractor for any temporary electrical installation required for the sites and site offices.**

The Principal Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations and the Construction Regulations (CR 22).

The Principal Contractor responsible for the installation of temporary electrics must keep a copy of the Certificate of Electrical Compliance (CoC) for its temporary electrical power supply and installation. A revised CoC is required whenever the installation is altered or changed in any way. All temporary electrical installations must be inspected at least weekly by a competent person appointed in writing with records kept.

An electrical lock-out procedure must be compiled by the electrical contractor and must be submitted to the P/Contractor for approval before any electrical work commences on site. The lock-out procedure will serve to set out the isolation procedures when working on electrical installations or part thereof and therefore prevent any chance of electric shock, electrocution of persons, or fire.

Portable electrical tools and equipment, including electrical extension leads must be visually inspected

daily before use with records kept. Such inspections must be carried out by persons competent to do so.

Note that chasing into walls and floors for electrical installations is a dangerous operation and must be minimised as far as possible. Only trained operative may undertake this work and must be supplied with all the required health & safety equipment and clothing.

Brick cutting machines are also electrical machines and must be ensured to be safe at all times, including the necessary safety guards and protective equipment as per the manufacturer's specifications. The use of dust-less grinders should be a standard and minimum requirement and must be enforced by the P/Contractor.

2.9 Occupational Health

2.9.1 Industrial Hygiene (exposure to physical and chemical stress factors)

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemical substances.

- 2.9.1.1 Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing and inspection, screening off the noise, and reducing the number of persons exposed. Personal protective equipment such as earmuffs and earplugs must also be used in conjunction with engineering controls so as to reduce noise exposure to below the acceptable levels. Each and every contractor is required to identify sources of noise which could impact on its personnel, to then assess the levels of noise, followed by implementing the necessary control measures to reduce the noise to acceptable levels. This must be clearly set out in the Contractor's hearing conservation programme contemplated in the NIHL Regulations.
- 2.9.1.2 Ergonomics is the study of how workers relate to their workstations. We advise the Principal Contractor and Contractors to take this into consideration when conducting risk assessments, thereby improving the worker-task relationship, which will in turn improve productivity and reduce chronic conditions such as back strains, joint problems and mental fatigue, amongst others. Compliance with the Ergonomics Regulations 2019 is a requirement on this project.
- 2.9.1.3 Inhalation of dust (silica, etc.), fumes, vapours, and other hazardous chemicals/particulates/ fibres. Chemical stressors identified by the Contractors on this project must be managed by the respective contractors who must also prevent exposure to workers/visitors other than their own employees. **Specific to this site: cement dust, wet cement, grout, tile adhesive, solvents to thin paint, bitumen type waterproofing paint, torch-on waterproofing, shutter oil, petrol, diesel, etc.**

2.9.2 Hazardous Chemical Substances and Flammables (HCS)

The Principal Contractor must provide the necessary training and information as far as the use, transport, and storage of HCS. The Principal Contractor and contractors must ensure that the use, transport, and storage of HCS are carried out as prescribed in the HCS Regulations. The Principal Contractor and contractors must ensure that all hazardous chemicals on site have been assessed for risk (written risk assessments for each hazardous chemical) and have Material Safety Data Sheets

(MSDS) available 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's and how to treat HCS incidents appropriately. Copies of the MSDS's must be kept in the first aid box and in the store. All containers must be clearly labelled.

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.

Stores must be well ventilated, preventing the build-up of flammable and toxic gases/vapours.

Plant and machinery may only be serviced and repaired in designated areas where control measures can be effectively implemented to prevent spills, leaks and other environmental contamination. Drip trays required.

Note that the Client must be made aware of all hazardous chemical substances. The P/Contractor must compile an inventory of all such substances including capacities (including those being used and stored by sub-contractors). Such inventory lists need to be reviewed monthly, after a new product is purchased, after an incident involving a hazardous chemical substance.

2.9.3 Exposure to Social Diseases (COVID-19)

Compliance with the Dol code of practice R 1876 dated 15 February 2022 will be required on this project.

2.9.4 Welfare Facilities

The Principal Contractor must ensure that sufficient toilets (1 toilet per 30 workers), hand washing facilities, soap, toilet paper, potable water, and hand drying material are made available at the site in accordance with the Construction Regulations.

Workers must not be exposed to hazardous materials/substances while eating and must be provided with adequate, sheltered eating areas complete with benches and tables. Stores may not double up a change rooms or mess areas.

Adequate undercover facilities must be made available for workers – changing areas and eating areas to be separated. The number of tables and chairs/benches must be in accordance with the actual number of persons on site at the time. The P/Contractor must assess and manage this duty.

2.9.5 Alcohol, Drugs, Cigarette Smoking

No alcohol and/or other drugs will be permitted on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription medication must inform his/her superior, who shall in turn report this to its Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her /anyone else's health or safety performance must report this to his/her superior, who shall in turn report this to its 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. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

Smoking will not be permitted on site for health and fire prevention reasons. Designated smoking areas will need to be identified by the P/Contractor and enforced as such.

2.10 Duties of Designers

A Designer must ensure that he/she complies with the requirements of the Construction Regulations

2014. Designers have a duty both to assist in health and safety during construction as well as post construction to ensure safe occupation of the structures concerned. This will include informing the [Principal Contractor](#) in writing of any known or anticipated dangers or hazards relating to the construction work and making available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.

Designers must ensure that the following information is included in a report and made available to the Principal Contractor:

- i) The relevant health & safety information about the design of the relevant structure that may affect the pricing of the construction work;
- ii) The geo-technical science aspects where appropriate;
- iii) The loading that any structures are designed to withstand.

A written report will be required from each Designer addressing the information set out above and below (in terms of **Construction Regulation 6, 2014**). The Construction Regulations (CR's) requires Designers (see definition of Designer in CR 1) to make certain information available to the Client (H&S Agent) and Contractors with the aim of 'designing out hazards' as far as possible. The aim of the report(s) would be to address the various headings (set out below) as best possible in an effort to make as much information available to the contractors so that they can improve their H&S management on the actual site.

Items to be addressed by Designers in terms of CR 6:

1. Anticipated or known dangers or hazards (known at this stage) relating to the construction work, foreseen by the Designer, including the relevant information required for the safe execution of the work. This must also **include health & safety information about the design which could have an influence on the pricing of the work.**
2. Dangerous substances/materials foreseen **which cannot be avoided** during this particular type of construction.
3. Dangerous procedures foreseen **which cannot be avoided.**
4. Hazards and risks relating to the subsequent maintenance of the structure/building foreseen and resulting safe work procedures advised.
5. Site inspections to verify whether construction of the relevant structures are being carried in accordance with the designs. How will this be handled by you and your team on the project?
6. The stoppage of contractors where required (by the Designer) - the envisaged protocol to be followed to stop an activity or process on site. How will this be handled by you and your team on the project?
7. The application of ergonomic principles during design - how has and will this be implemented by the respective Designers?
8. Design of temporary works if applicable on this project e.g. shoring and bracing of excavations, formwork, support work, back propping of concrete and steel structures. You may merely need to refer to the temporary works designer as being a separate entity, appointed by the Contractor.
9. The loading that a structure can withstand and/or is designed to withstand - details on this must be included. Please pay special attention to the definition of 'structure' in Construction Regulation 1.
10. Geotechnical-science aspects where appropriate. You may merely have to refer to the geo-tech report and make this available to me and to the Contractors.

Note that no guidance notes have yet been made available from the Department of Labour and the above list therefore represents the Agent's interpretation of the Regulations.

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Prepared by André Burger, Construction Health & Safety Agent SACPCMP
PrCHSA 028/2015

Project: Bergzicht Taxi Ranking Facility in Stellenbosch

Date: September 2022

PRIMARY HEALTH AND SAFETY COMPLIANCE

Project: Bergzicht Taxi Ranking Facility in Stellenbosch

ANNEXURE A

The Principal Contractor and its Contractors must submit compliance with Annexure 'A' before commencing work on site. **Compliance with Annexure 'A' must be maintained and proven to the Client at audits.**

HSS Item No.	Requirement	Legal Reference	Compliance required:
A1	Health & Safety Plan (H&S plan)	Constructions Regs.	H&S Plan to be sent to Client/OHS Agent for assessment, comment and approval.
A2	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regs)	The P/Contractor must notify the DoL at least 7 days before commencement of construction work.
A3	Assignment of Responsible Persons to Manage Construction Work	OHS Act ~ Section 16(2) appointee ~ Construction Manager, Alternate Manager; Assistants, Activity, and Section Supervisors.	Construction Manager and Alternate required before commencement of construction work.
A4	Appointment of Construction Safety Officer	Construction Regs	A part-time P/Contractor safety officer has been specified on this project – Two half days per week. Subbies need to appoint part-time safety officers – one visit per fortnight to the two sites.
A5	Compensation for Occupational Injuries and Diseases – proof of registration	COIDA	Before commencement on site
A6	Occupational Health and Safety Policy	OHS Act	To be held in safety file in site office and posted up on site
A7	Health and Safety Organogram showing	Client Requirement	Together with H&S plan

HSS Item No.	Requirement	Legal Reference	Compliance required:
	all H&S management portfolios and positions		
A8	Preliminary Hazard Identification Risk Assessment and safe work procedures – Contractor's Preliminary HIRA	Construction Regs.	Together with H&S plan

HSS Item No.	Requirement	Legal Reference	Compliance required:
A9	Fall protection plan (first draft) as defined in the Construction Regulations 2014	Construction Regs.	Together with H&S plan
A10	Provide the criteria you intend to use when assessing Contractor H&S Plans as well as when conducting monthly audits on your Contractors	Construction Regs.	Together with H&S plan
A11	Provide the methodology that you will be using when it comes to the stopping of dangerous activities on site	Construction Regs.	Together with H&S plan
A12	Provide the criteria that you will be using to assess the competence of Contractors in terms of H&S	Construction Regs.	Together with H&S plan

COIDA = compensation for occupational injuries and diseases Act

CR = construction regulations 2014

HSS = health & safety specifications

OHS Act = occupational health & safety Act

c) **ASSIGNMENT OF PRINCIPAL CONTRACTOR'S AND CONTRACTORS' RESPONSIBLE PERSONS**
 d)
Project: Bergzicht Taxi Ranking Facility in Stellenbosch

ANNEXURE B

The Principal Contractor must make all the management appointments as set out below. Compliance with annexure 'B' to be maintained and proven to the safety agent at audits (Further appointments could become necessary as the project progresses).

Item	Appointment	Legal Reference	Requirement
B1	CEO Assignee	OHA Act, Section 16(2)	A competent person to assist the CEO in achieving compliance with the OHS Act – P/Contractor's / Contractor's Responsible Person.
B2	Construction Manager	CR 8	A fulltime competent person to supervise and be responsible for all site matters including health & safety on site. The person is appointed by the Section 16(2) assignee.
B3	Alternate Construction Manager & Assistant Construction Manager(s)	CR 8	A fulltime competent person(s) to take control when the CR 8(1) appointee is not on site. An Assistant Manager is needed on site to assist the CR 8(1).
B4	Section and Activity Supervisors	CR 8(7) and 8(8)	The appointment of supervisors specific to trades, activities, sections, areas on site. The various risk assessments must detail the supervision requirements.
B5	Incident Investigator	GAR 9	A competent person to head up the investigation team and co-ordinate incident/injury investigations on site.
B6	Risk assessment co-ordinator	CR 9	A competent person to co-ordinate the drafting/ reviewing/distribution of risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
B7	Fall protection plan developer and supervisor(s)	CR 10	A competent person to co-ordinate the drafting/ reviewing/distribution the fall protection plan. The same applies to Contractors.
B8	First Aider(s)	GSR 3	A certificated person to address first aid situations and take charge of injuries.
B9	Excavation Supervisor and inspector	CR13	A competent supervisor and inspector to be appointed to ensure the safety of all excavations on site.

Item	Appointment	Legal Reference	Requirement
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B10	Construction Vehicle and Mobile Plant Inspectors and operators	CR 23	A competent person to inspect construction vehicles and mobile plant daily and ensure they are safe for use, keeping daily records.
B11	Portable Electrical Tool Inspector	CR 24	A competent person to co-ordinate / inspect portable electrical tools, leads and plugs.
B12	Scaffolding inspectors	SANS 10085 – 2004; CR 16	A competent person to inspect scaffolding before use and every time after bad weather, etc.
B13	Scaffold supervisor (P/Contractor employee)	SANS 10085 – 2004; CR 16	A competent P/Contractor employee to supervise all scaffolding on site, ensuring that scaffolds are safe for use, inspected, extended/alterd, repaired when required and that all trades are co-ordinated and authorised to work on such scaffolds.
B14	Scaffolding erectors	SANS 10085 – 2004; CR 16	A competent person(s) to erect scaffolding – leader of the scaffold team.
B15	Ladder inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
B16	Explosive actuated device inspector/supervisor	CR 21	A competent person to inspect & clean the tool daily, store the tool in a safe location, ensure that cartridges are signed out and in, and control all operations thereof.
B17	Temporary electrical installations inspector and supervisor	CR 24	A competent person to inspect all temporary electrical installations. Including weekly inspections and record keeping. A person to supervise the use thereof.
B18	Fire-fighting equipment inspector	CR 29	A competent person to co-ordinate & inspect fire-fighting equipment. Including ad-hoc checks and monthly inspections with records kept.
B20	Lifting machine and lifting tackle supervisor	DMR 18	A competent P/Contractor employee to co-ordinate the management of lifting machines and tackle, ensuring that such equipment is safe for use at all times, inspected when necessary and repaired when required. The operators, banks men and contractors to liaise with this person.
B21	Stacking supervisor	CR 28	A competent person to supervise all stacking and storage operations.
B22	Construction safety officers – P/Contractor and subbies	CR 8(5)	A competent person to fulfil the functions as set out in these HSS's. Part-time for the P/Contractor (Two half days per week) and part-time for subbies (minimum of one site visit per fortnight for the two sites).

Item	Appointment	Legal Reference	Requirement
B23	H&S induction officer	CR 7	A competent person to co-ordinate the site H&S induction programme and check that all persons entering site are inducted.
B24	Traffic and pedestrian accommodation officer when such works are underway	H&S Spec	A competent site person to assist with this function. Could be the P/Contractor site safety officer of a designated foreman/supervisor.

GENERAL COMPLIANCE REQUIREMENTS

Project: Bergzicht Taxi Ranking Facility in Stellenbosch

6. ANNEXURE C

The Principal Contractor and Contractors must comply with but not be limited to the requirements tabled below: Prove compliance with annexure 'C' at audits conducted by the safety agent.

Item	What	When	Output	Reviewed by Client Date:
C1	Construction-phase Health & Safety Plan	Monthly review	Principal Contractor to indicate the status of Contractors' health & safety plans.	
C2	Health & Safety File(s)	Open file when construction begins and maintain throughout.	Have files on hand at audits. Contractors to report on their file at monthly health & safety audits by the Principal Contractor.	
C3	OHS Act and relevant Regulations / codes	Monthly review	To be kept in the health & safety file on site.	
C4	Health & Safety Induction training	Every worker before he/she starts work.	Attendance registers to be kept.	
C5	Awareness Training (Tool Box Talks)	At least every two weeks	Attendance registers to be kept.	
C6	Health & Safety Meetings	Monthly	Meeting minutes to be kept.	
C7	Health & Safety Reports	Monthly	Report covering: - Incidents / injuries and investigations - Non-conformances by employees & Contractors - reports - Internal H&S audit and inspection reports	
C8	Audits on contractors	Monthly	<u>Report covering at least:</u> - H&S File/Plan - WCA status - Management appointments - Contractor management - Risk assessment & safe work procedures - Physical site inspection findings	

Item	What	When	Output	Reviewed by Client Date:
C9	Emergency procedures	Monthly evaluation of procedure	Compile written procedure as well as tel. numbers.	
C10	Risk assessments & fall protection plan	Updated and signed off at least monthly.	Documented risk assessments to be available. 14 day activity look-ahead programme to be implemented.	
C11	Method statements	Drawn up and distributed before workers are exposed to the risks.	Documented set of method statements reviewed and signed off for high risk activities such as: excavation work for services and bases; electrical work – temporary builders supply and new electrics to buildings; road works at entrances to the facilities where required; roof work; new canopy structures; scaffolding.	
C12	General Inspections	Daily	Report OHS Act compliance: <ul style="list-style-type: none"> • Excavations and trenches. • Portable electrical tools. • Construction vehicles and mobile plant. • Small plant including petrol generators. • Stacking. • Lifeline systems – roof work and canopies where necessary. • Public protection safety measures i.e. fencing and safety signage, and access control to site. • Traffic and pedestrian accommodation including warning signage and delineators as well as concrete barriers. 	

Item	What	When	Output	Reviewed by Client Date:
C13	General Inspections	Weekly	<ul style="list-style-type: none"> • Temporary electrical installations • Scaffolding 	
C14	General Inspections	Monthly	<ul style="list-style-type: none"> • Fire-fighting equipment • First aid equipment • Hazardous chemical substances – inventory • Ladders • Personal fall prevention equipment 	
C15	General Inspections	3-monthly	<ul style="list-style-type: none"> • Lifting tackle 	
C16	General Inspections	6-monthly	<ul style="list-style-type: none"> • Lifting machines 	
C17	Annual load test	Once a year	<ul style="list-style-type: none"> • Lifting machines 	
C18	List of Contractors	List to be updated weekly	Compile a list of Contractors: Name, manager, company tel. numbers and trade for inclusion in the consolidated safety files at the end of the construction stage.	
C19	Workman's Compensation	Ongoing	Compile a list of Contractors' workman's compensation proof of good standing.	
C20	Construction site rules & Section 37(2) Mandatary Agreements	Ongoing	Compile a list of all signed up Mandataries. Proof of agreement documents to be kept in H&S file.	

7. ACTIVITY METHOD STATEMENTS REQUIRED
8. PRIOR TO COMMENCEMENT OF ACTIVITY
Project: Bergzicht Taxi Ranking Facility in Stellenbosch

9. ANNEXURE D

The hazardous operations listed below have been identified by the Client's H&S Agent as being pertinent at the outset of the project and must be managed by the Principal Contractor in the form of the preparation of risk assessments and method statements before such work begins.

The onus remains on the Principal Contractor to conduct risk assessments and compile method statements for all hazardous tasks (Construction Regulations). Contractors appointed by the P/Contractor will be required to conduct the necessary risk assessments and method statements and forward these to the P/Contractor for approval before such works/activities begin.

No.	RISK ASSESSMENT AND PROCEDURE DOCUMENTATION	DATE APPROVED	DATE LAST REVIEWED
1.	The <u>H&S induction strategy</u> to be implemented.		
2.	<u>Identification and location of existing underground services.</u>		
3.	<u>Fencing and site access control strategy.</u>		
4.	<u>Excavations and trenching</u> method statement including battering back or shoring/bracing approach.		
5.	<u>Emergency procedures, first aid, & fire management:</u> ~ Fire prevention strategies – fire risk assessment to be made and written risk assessment to be compiled specific to the site in question. ~ Injuries/incidents – reporting and investigation procedures. ~ Hazardous chemical spills and the like, including storage procedures. ~ Evacuation of the sites where required. ~ First aid capabilities.		
6.	<u>Traffic and pedestrian accommodation plans</u> – drawings and procedures.		
7.	<u>Temporary electrical installations:</u> Set up and management protocols.		
8.	<u>Fall protection plan and associated fall related risk assessment documentation.</u>		
9.	<u>Roof work safety plan.</u>		

BASELINE HEALTH & SAFETY RISK ASSESSMENT & RISK RATING MATRIX

Project: Bergzicht Taxi Ranking Facility in Stellenbosch

10.

11. ANNEXURE E

A. INHERENT CONDITIONS

The premise for the drafting of a baseline health & safety risk assessment is to identify the existing, inherent conditions at the future construction site location, and to understand the impacts these conditions/situations could have on the construction design methodology, the intended construction methods and processes, and the pricing of the construction contract.

Baseline Health & Safety Hazard Identification – Inherent Conditions:

No.	Danger / Hazard	Yes	No	Risk rating	Comments
2	Will the works be adjacent to, under, over public roadways?	√		H	The construction work will take place within a busy residential and commercial area adjacent to busy roadways and walkways.
3	Will the work be adjacent to, under, over public walkways?	√		M	Pedestrian volumes are foreseen to be high and pedestrians will need to be accommodated adjacent to the sites in question.
4	Will the works be adjacent to, under, over public transport routes e.g. railways, taxi rank, bus stops, public cycle routes?	√		M	This is an existing taxi hub and will need to be completely fenced off by the main contractor when taking site.
5	Could poor visibility be a factor i.e. misty conditions, lack of street lights, bend in the road on approaches?		X	-	-
6	Are there discernible walkway tracks/routes crossing the proposed sites?	√		M	The sites will have to be fenced off completely before works commences.
7	Will the works be adjacent to neighbouring buildings and structures in close proximity?	√		M	Existing buildings (various) were identified on and adjacent to the sites in question. Informal traders were also identified which will bring more pedestrian traffic
8	Will the works be adjacent to other construction projects/contracts?		X	-	-

No.	Danger / Hazard	Yes	No	Risk rating	Comments
9	Will the works be adjacent to, above, under electrical services e.g. high voltage electrical installations?	√		H	Underground
10	Are there other existing services close to or within the foreseen construction site e.g. sewerage, storm water, water, gas, telecoms?	√		M	Services will be identified on drawings.
11	Could existing storm water management be negatively influenced by the works?	√		M	The new hard stands and buildings will impact on storm water flows and concentrations.
12	Will the works be adjacent to, over water environments?		X	-	-
13	Will heritage legislation be triggered and are archaeological findings likely?		X	-	-
14	Are there any existing buildings and/or structures on the proposed sites?	√		L	Yes there are buildings and structures on the sites in question.
15	Has a structural survey of such existing buildings / structures been undertaken?		X	-	N/A
16	Is the site located in a corrosive environment e.g. close to the ocean?	√		L	
17	Is there an asbestos inventory report available and has asbestos be identified?		X	-	No asbestos has been identified. The works does not involve any existing buildings or structures.
19	Has contaminated ground been identified?		X	-	-
20	Is a geo-technical science report available?		X	-	Not done

No.	Danger / Hazard	Yes	No	Risk rating	Comments
21	Does the geo-technical science report specify the angles of repose specific to the ground conditions?		X	-	n/a – no report
22	Existing topography wrt inclines, drop-offs, holes, fall hazards?		X	-	-
23	Is the presence of dangerous fauna and flora foreseen?		X	-	No such identified.
24	Is there a fire risk foreseen?	√		M	There is a low to moderate risk of fire due to hot works and associated activities being very limited however the close proximity of neighbouring dwellings and commercial properties increases the risk of fire and the extent of damage should a fire break out.
25	Is the site isolated and far from emergency services?		X	-	The site is in a built-up area and relatively close to emergency services.
26	Is the presence of unrest and crime probable?		X	H	Normal crime risks
27	Will or has an environmental impact assessment (EIA) been triggered?		X	-	-

Danger = anything which may cause injury or damage to persons or property.

Hazard = means a source of exposure to danger.

Risk = Means the probability that injury or damage will occur.

Risk rating = Refer to the risk rating matrix in **Annexure 'B'** herein below.

B. CONSTRUCTION RELATED ACTIVITIES & SITUATIONS TRIGGERING SIGNIFICANT RISKS

Apart from the inherent conditions identified above, an assessment of the construction methods/activities/situations foreseen has also been made with the aim of assessing the baseline health & safety risks associated with such work.

Contractors must ensure that they include an assessment of the activities listed below in their health & safety plans and preliminary risk assessment documents. The list is not exhaustive and only includes the activities foreseen by the client's construction H&S agent (CHSA) as posing a substantial risk of injury and/or property damage. The risk ratings (E, H, M, L) are an indication of the perceived risk (injury and/or property damage) assessed by the CHSA based on: severity of injury/damage and likelihood of injury/damage.

The following health & safety control categories must be considered by Contractors and Designers depending on the level of risk (E, H, M, L):

1. Eliminate the hazard (remove the activity altogether)
2. Substitute the hazard (replace the activity with a suitable alternative)
3. Supervision: 3(a) Trade/activity-specific supervision; 3(b) Section/area-specific supervision
4. Written method statement (step-by-step sequence of events incl. the H&S interventions)
5. Engineering controls (barriers, screens, guards, covers, electronics, public protection, etc.)
6. Training: 6(a) H&S Induction; 6(b) HIRA training session; 6(c) Competence training; 6(d) OHS Act training; 6(e) Daily safety task instructions (DSTi's)
7. Planned task observations (PTO's)
8. Inspections and records/registers (preventative maintenance)
9. Sign and notices
10. Personal protective equipment (PPE)

Which H&S control categories to consider based on the risk rating category:

Extreme risk: make use of all categories: 1 – 10

High risk: 3 – 10

Moderate: 3, 4, 5, 6(a), 6(b), 7, 8, 9, 10

Low: 3(b), 6(a), 9, 10

No.	Danger / Hazard	Risk rating prior to control measures	Comments: Note that the Designers will need to take these dangers/hazards into account during their design work, with the aim of minimising the H&S risks as far as possible.
5	Construction vehicles and mobile plant use.	M	The use of mobile plant and construction vehicles are foreseen due to the earthworks, civil services and roadworks required as part of this project.

No.	Danger / Hazard	Risk rating prior to control measures	Comments: Note that the Designers will need to take these dangers/hazards into account during their design work, with the aim of minimising the H&S risks as far as possible.
6	Small plant e.g. petrol generators.	L	Petrol generators will be necessary as a form of site electrics until such time as an electrical installation has been installed to the site camps.
7	The use of portable electrical tools such as angle grinders, cut-off saws and electrical extension leads.	M	Trained operators to make use of electrical tools. The correct PPE to be worn. Work benches and safe locations to be identified on site to allow for the safe use of electrical tools. The required earth leakage and distribution boards to be available with CoCs available.
8	Temporary electrical installations to the site office compounds and site work areas.	M	P/Contractor to ensure the safe installation and maintenance of temporary electrics.
9	Provide access to site, to the site offices, and access on sites.	L	Contractor to ensure safe, controlled access to the site office and on the actual sites. This should be easy to manage due to the limited size of the sites and the need for a single access gate for vehicles and one for personnel.
10	Earthworks and trenching.	M	The use of earthworks and trenching plant e.g. digger/loader. Work could involve excavations to a depth of 3m requiring battering back to the safe angle of repose or shoring where battering back is not possible.
11	Access scaffolding.	M	Scaffold Code to be adhered to. Fall

No.	Danger / Hazard	Risk rating prior to control measures	Comments: Note that the Designers will need to take these dangers/hazards into account during their design work, with the aim of minimising the H&S risks as far as possible.
			prevention a priority. Heights will be limited to just over 3m i.e. single storey buildings however all scaffold safety requirements to be enforced and maintained by the P/Contractor.
12	Delivery and off-loading of materials and equipment to sites.	M	Fall prevention systems during the delivery of such materials as roof sheets, timber beams, pallets of bricks, etc.
13	Lifting machine use i.e. truck mounted crane.	M	Access and positioning of truck mounted crane to offload such materials as pallets of bricks. Cranes to be in compliance with the Driven Machinery Regulations.
14	Hot works e.g. welding, grinding/cutting of steel/rebar, etc.	M	This may be limited to soldering of copper pipes and the like but could extend to such activities as torch-on waterproofing and angle grinding/cutting of steel roof sheets.
15	Fire hazards.	M	Due to close proximity of neighbouring buildings.

No.	Danger / Hazard	Risk rating prior to control measures	Comments: Note that the Designers will need to take these dangers/hazards into account during their design work, with the aim of minimising the H&S risks as far as possible.
16	Installation, testing, commissioning of the new permanent electrics to the various buildings and structures.	M	The new permanent electrical installation must be overseen by a qualified installation electrician. The commissioning and testing of the installation may only be performed by qualified persons under the control of an installation electrician.
17	Ladder use – step ladders and extension ladders.	M	Ladders to be the correct length for the job i.e. must be able to extend 1m above the landing being served. Step ladders must be long enough to prevent the use of the top two steps.
18	Roof work	M	Fall prevention must be in the form of scaffolds and ladders as lifeline systems will be too close to the ground to serve as a fall arrest system. 100% fall prevention must be maintained.
19	Canopy structures and roofing.	H	Fall risk work to be managed in accordance with a well detailed and specific fall protection plan (FPP). The roofing contractor's roof work plan (including FPP) must be approved by the P/Contractor before any sub-contractor roof work may begin. All roof workers must be trained. Fall prevention must be in the form of scaffolds and ladders as life line systems will be too close to the ground to serve as a fall arrest system. 100% fall prevention must be maintained. Roof work will include steel structural components and large roof sheets at heights of 3m.

No.	Danger / Hazard	Risk rating prior to control measures	Comments: Note that the Designers will need to take these dangers/hazards into account during their design work, with the aim of minimising the H&S risks as far as possible.
20	Work in fall risk positions where safe platforms cannot be provided.	M	Personal fall prevention equipment must be provided. Fall prevention must be in the form of life line systems erected and maintained by registered rope access personnel. The need for personal fall prevention equipment is not foreseen due to the use of scaffold platforms and ladders being possible.
21	Roadworks and work in pedestrian walkway zones.	H	Traffic and pedestrians will need to be accommodated adjacent to the sites. A detailed traffic/pedestrian accommodation plan will need to be drawn up and implemented on the sites.

No.	Danger / Hazard	Risk rating prior to control measures	Comments: Note that the Designers will need to take these dangers/hazards into account during their design work, with the aim of minimising the H&S risks as far as possible.
22	Dust in the form of cement dust.	M	This is foreseen while carrying out the onsite mixing of cement, cutting into concrete and brickwork/paving, and the like.
23	Noise	L	Designers to take into account the impact of noise wrt construction activities e.g. grinding and cutting and chasing into walls and floors for electrical routes, etc.
24	Ergonomic impacts	L	Ergonomics is the study of how a person relates to his or her workstation/activity. The decision to make use of construction methods should take this into account.

Danger = anything which may cause injury or damage to persons or property.

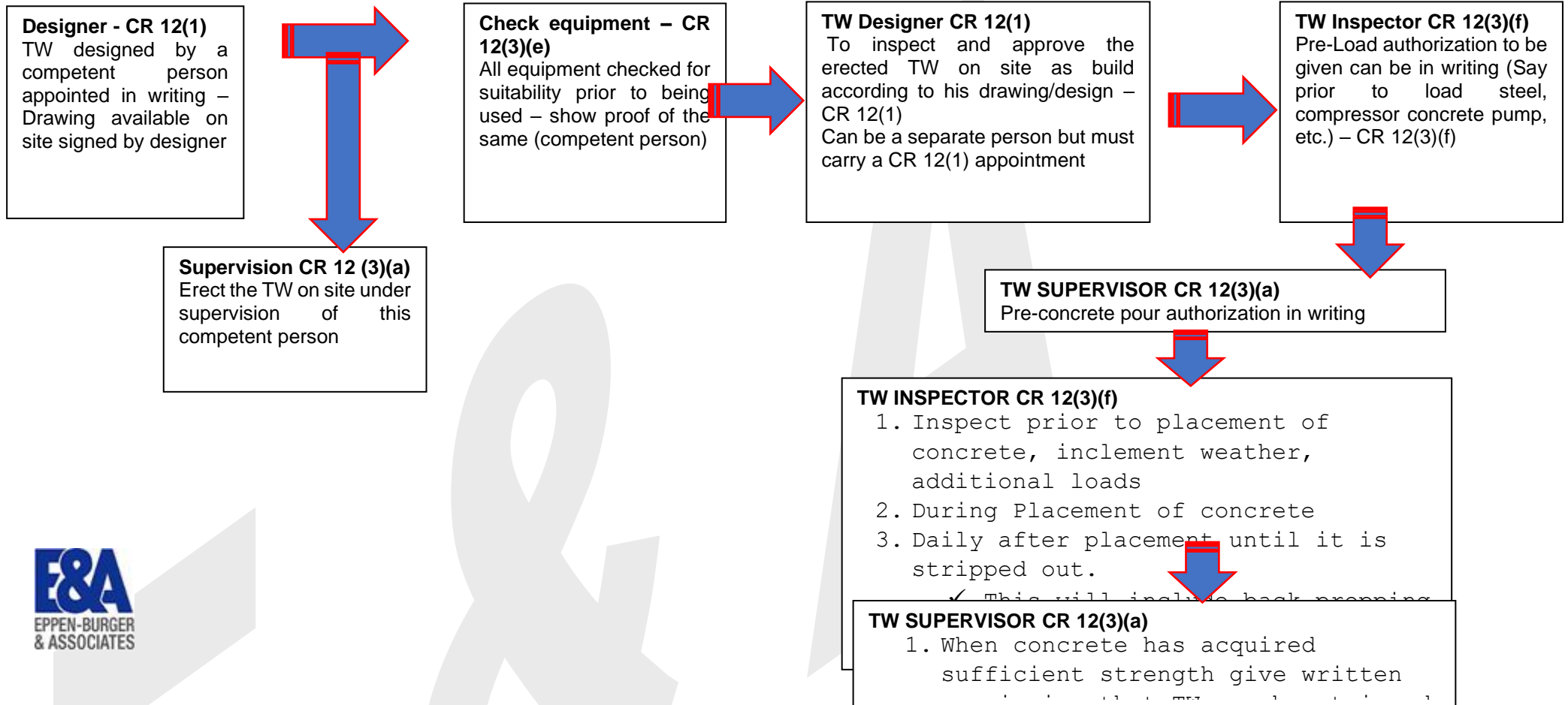
Hazard = means a source of exposure to danger.

Risk = Means the probability that injury or damage will occur.

Risk rating = Refer to the risk rating matrix herein below.

Risk Rating Matrix						
Consequence of occurrence (Severity)		Likelihood of occurrence				
	-People, -Property, -Environment	5 - Very likely	4 - Good chance	3 - Likely	2 - Unlikely	1 - Very unlikely
		The threat is expected to occur (once per week, say)	The threat will quite commonly occur (once per month, say)	The threat may occur occasionally (once per year, say)	The threat could occur infrequently (1 in 10 years, say)	The threat may occur in exceptional circumstances (1 in 30 years, say)
A - Disastrous	-Single or multiple fatality. -Virtual complete loss of plant, system, structure(s). -Permanent widespread ecological damage, not able to be remediated.	Extreme	Extreme	Extreme	Extreme	High
B - Critical	-Disabling Injury (DI) resulting in a Section 24 injury or occupational illness i.e. amputation, loss of consciousness, etc. -Extensive damage to plant or system – section 24 incident. -Heavy ecological damage, costly, lengthy remediation.	Extreme	Extreme	Extreme	High	High
C - Serious	-Any Lost Time Injury (LTI) resulting in one or more consecutive days off work but not including a Section 24 injury. -Significant damage to plant or system. -Major ecological damage but able to be remediated.	Extreme	High	High	Moderate	Moderate
D - Significant	-A Medical Treatment Injury (MTI) i.e. any injury resulting in a worker requiring medical treatment other than first aid, but not being booked off work. -Damages impact on budget and program. -Localised ecological damage, easily remediated.	High	High	Moderate	Low	Low
E - Minor	-First Aid Injury or an injury not requiring treatment. -Minor damage to plant or system. -Negligible ecological damage, may or may not require any remediation.	Moderate	Moderate	Low	Low	Low

Annexure F: Temporary Works Inspections Flow Chart



ANNEXURE G: CONSTRUCTION PROJECT COMPLEXITY PROFILE

Project: Bergzicht Taxi Ranking Facility in Stellenbosch

1. Number of Principal Contractors, including Direct Contractors? [Weighted] 20	2. Number of Trades? [Weighted] 20	3. Number of structures and/or buildings (this includes civil structures)? 10	4. Multi-level/Height of structure(s) and/or buildings? [Weighted] 20	5. Bulk Excavations? 10	6. Deep Trenches? 10
A	A	A	A/NA	A/NA	A/NA
i) 1 x = Low (specific to a building)	i) < 10 = Low	i) 1 x = Low	i) Ground floor structure (up to 3 meters) = Low	i) Bulk Excavation – one level = Low	i) Up to one meter = Low
ii) 2 x = Medium	ii) 11 – 20 = Medium	ii) 2 x = Medium	ii) Double storey up to 5 levels (3 to 15 meters) = Medium	ii) Bulk excavation >1 level = Medium	ii) From 1 meter to 2.0 meters = Medium
iii) > 2 = High	iii) > 20 = High	iii) >2 = High	iii) Above 5 levels, from 5 th floor including ground (>15 meters) = High	iii) Bulk excavation – piles lateral support = High	iii) Deeper than 2.0 meters = High
RATING: L = 6.6	RATING: L = 6.6	RATING: H = 10	RATING: L = 6.6	RATING: N/A	RATING: H = 10

7. Demolition work required? 10	8. Are the following applicable? • Asbestos work required • Blasting • Diving or water environments 10	9. Government Interventions/Stipulations e.g. local labour CPG, emerging contractor targets? 10	10. Project Environment/ Location/Surroundings? 10	11. Tenants/Persons occupying premises during construction? 10	12. Size of the project? • Notification of DoL only • CHSA appointed • Permit Required 10
A/NA	A/NA	A/NA	A	A/NA	A
i) Internal soft demolitions = Low	i) Asbestos work (lagging) = High	i) Interventions/ stipulations = High	i) Urban interface: site <i>not</i> adjacent to public walkways, roadway and/or settlements = Low	i) Tenants/Persons occupying premises during construction period = High	i) Notification of DoL = Low
ii) Ground floor only) = Low	ii) Diving or water environments = High	-	ii) Site immediately adjacent to public walkways, roadway and/or settlements = High	ii) Other construction work taking place adjacent to project = High	ii) Permit required = Med (Construction work value exceeding value of R40 mil or longer than 365 days).
iii) Double story to 5 levels (3-15 meters) = Medium	iii) Blasting = High	-	-	-	iii) Over R130 mil or two years = High
iv) Above 5 levels including ground (>15 meters) = High	iv) Asbestos removal (asbestos-containing cement materials) = Medium	-	-	-	-
RATING: N/A	RATING: N/A	RATING: H = 10	RATING: H = 10	RATING: N/A	RATING: L = 3.3

13. Has a CIDB rating been specified?	14. Will any of the following be required?	15. Will any of the following be required?	16. Will any of the following be required?	17. Will any of the following be required?	18. Will any of the following be required?
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Baseline Risk Assessment and H&S Specifications

Bergzicht Taxi Ranking Facility – Stellenbosch

10	<ul style="list-style-type: none"> • Tower Crane(s) • Fall protection Plan/Roof plan • Temporary works / scaffolding [Weighted] 20	<ul style="list-style-type: none"> • Confined space work • Hot works 10	<ul style="list-style-type: none"> • High voltage electrical work 10	<ul style="list-style-type: none"> • Rope access work 10	<ul style="list-style-type: none"> • Roadworks • Pedestrian walkway works 10
A/NA	A/NA	A/NA	A/NA	A/NA	A/NA
i) Level 1 - 3 = Low	i) 1 x = Low	i) 1 x = Medium	i) 1 x = High	i) 1 x = High	i) 1 x = High
ii) 4 - 6 = Medium	ii) 2 x = Medium	ii) 2 x = High			ii) 2 x = High
iii) >6 = High	iii) All three = High				
RATING: M = 6.6	RATING: M = 13.2	RATING: M = 6.6	RATING: N/A	RATING: N/A	RATING: H = 10

A = Always applicable;
A / NA = Applicable or not applicable.

OVERALL RATINGSCALE:

LOW = 0 to 43%
MED = 43.1% to 76%
HIGH = 76.1% to 100%

CALCULATED AS FOLLOWS:

Score achieved divided by max. possible score for the categories rated = %

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Risk rating achieved = 99.5 / 160 = 62.2 %

OVERALL PROJECT RISK RATING:

Upgrade of Bergzicht Taxi Rank in Stellenbosch

62.2 % = MID MEDIUM RISK



HIRA: 14 DAY LOOK-AHEAD BY PRINCIPAL CONTRACTOR

Project: Bergzicht Taxi Ranking Facility in Stellenbosch

12.

13. **ANNEXURE H**

The Principal Contractor must report the health and safety status of the upcoming activities to the H&S Agent at audits in writing using the following advised format.

Project: Contractor:

Look-ahead period: from to

Activity on the construction programme	The Contractor(s) involved	List of Hazards Associated with this work	Was the risk assessment done Y/N (date)?	By when is the risk assessment document required to be approved by the P/Contractor?	Has it been downloaded to the workforce that will be conducting the work?

Notes:

Why is it so important to identify hazards, assess the potential risks associated with the hazards and implement effective safe work procedures (SWP's) to eliminate the risks?

1. It is a legal requirement that every Employer (Company) creates a safe and healthy working environment for its workers – Section 8 of the OHS Act (Occupational Health & Safety Act 85/1993).
2. It is the duty of Employers (Companies and their managers/supervisors) to identify the hazards/hazardous activities which could potentially cause harm to their workers and to other persons e.g. site visitors, members of the public outside the site and other contractors (**Construction Regulations 2014**).

Definitions that you need to understand:

Danger: means anything which may cause injury or damage to persons or property e.g. a machine; electrical installation; portable electrical tool; etc.

Hazard: means a source of or exposure to danger e.g. operating a machine; working with/on electricity on site; operating or being close to an angle grinder.

Risk: means the probability that injury or damage will occur. In other words what injuries/damage could result from exposure to the particular danger (hazard) and what the chances/probability are (usually indicated by a rating level e.g. high, medium, low)

Finally, in the case of an injury or property damage, if you cannot prove that an assessment of risk was undertaken, you could be found guilty of contravening the OHS Act and/or Construction Regulations which is a criminal offense. As a supervisor/manager you have the implied duty and responsibility to identify hazards, determine what could potentially go wrong, and then put the necessary safety/health measures/procedures in place. This means you have to carry out a formal hazard identification and risk assessment (in writing). Then you need to inform your workers of the hazards, risks and safe work procedures. Finally you have the legal duty of enforcing these safe work procedures – you need to check that the procedures are in fact being implemented by the workers.

Make use of the above spreadsheet table to identify up-coming activities/hazards so as to be ahead of the construction programme at all times – this is called effective planning for injury/property damage prevention.

e) **CONSTRUCTION HEALTH & SAFETY COSTS TO BE INCLUDED IN THE PRINCIPAL CONTRACTOR'S PRICE**
 f) **Project: Bergzicht Taxi Ranking Facility in Stellenbosch**

14.

15. **ANNEXURE I**

In terms of the Construction Regulations (2014), it is the Client's duty to ensure that the cost for health & safety has been provided for by the Principal Contractor, before appointment.

Acting on behalf of our Client, we require the following health & safety costs to be provided for by the Contractors.

It must be made very clear that these are just some of the health & safety costs to be included in your tender price. It is the duty of the Principal Contractor and its Contractors to ensure that all aspects of the Occupational Health & safety Act 85/1993 and Construction Regulations are catered for.

No.	ITEM	DETAILS	PRICE budgeted by Contractor
1	Personal protective equip. (PPE)	1.1 Safe footwear. 1.2 Hard hats and reflective vests. 1.3 General PPE as required (hearing protection, eye protection, fall protection systems – harness and lifeline systems for structural steel and work on roof slabs and/or roofs). All as per risk assessments by P/Contractor and Contractors. 1.4 Lockable, clean areas to store PPE. 1.5 Visitor PPE – hard hats and reflective vests (5 of each) .	
2	H&S induction training	2.1 All workers, any Direct contractors, and all visitors to the two sites including the professional team – <u>Principal Contractor</u> to induct all personnel and visitors during the construction stage. This must include induction of any 'direct contractor' personnel and site visitors. 2.2 Induction ID card/sticker system to be implemented. 2.3 The site must be controlled so as to ensure that only inducted personnel enter the work areas and that no un-inducted personnel are permitted to work.	
3	First aid management	3.1 First aid box, splints and eye wash. 3.2 First aider by P/Contractor as soon as total workforce exceeds 10.	
4	Public protection - fencing	4.1 The sites and all works (even 'outside' site) must be completely fenced off with 1.8m height Ready-fencing as a minimum due to the high concentration of public in the area.	

No.	ITEM	DETAILS	PRICE budgeted by Contractor
5	Excavations and trenching	<p>5.1 Excavation signage at site entrances and at strategic locations on site.</p> <p>5.2 Battering back of trenches as per the civil and geotech engineers' requirements. As a minimum, 30 degrees to vertical for excavations less than 3m and 45 degrees for excavations deeper than 3m.</p> <p>5.3 All trenches on site to be demarcated with orange barrier netting. Off site trenching must be fenced off with 1.8m Ready fencing and by means of concrete barriers where adjacent to roadways.</p>	
6	Access control, security and site hoarding	<p>6.1 Access gate(s) – separate access for pedestrians and vehicles.</p> <p>6.2 Chains and locks.</p> <p>6.3 Signage and notices at entrances to site (as per minimum requirements set out herein above).</p> <p>6.4 Gate access control officer/person to be assigned to the gate if the gate cannot be secured and locked.</p>	
7	Traffic and pedestrian management	<p>7.1 Provision must be made to allow for safe and convenient access to pedestrians and public vehicles adjacent to the site considering that this is a 'built-up area with busy roadways and walkways surrounding the site.</p> <p>7.2 Pricing must be budgeted for wrt a traffic/pedestrian accommodation plan and drawing.</p>	
8	H&S officers Safety officers must comply with the requirements of the Construction 2014 (SACPCMP registered).	<p>8.1 Monthly rate for a P/Contractor site safety officer – part-time on site i.e. Two half days per week between the two sites for the P/Contractor's safety officer.</p> <p>8.2 Subbies to price for part-time safety officers with at least fortnightly site visits and site inspections to the two sites.</p> <p>8.3 H&S administration – files and paperwork.</p> <p>8.4 Consolidated H&S documentation at end of the project including all sub-contractor documentation.</p> <p>Electronic format to be priced for.</p> <p>8.5 Desk, computer, office, telephone, printer, email and internet access. Camera and cell phone.</p>	
9	Fire-fighting equipment	<p>9.1 Fire extinguishers as per fire risk assessment by P/Contractor, specific to each of the two sites.</p> <p>9.2 Flammable store – ventilated area separate from other stores.</p>	

No.	ITEM	DETAILS	PRICE budgeted by Contractor
10	Electrical compliance	10.1 Temporary electrical connection and installation in compliance with SANS 100142. 10.2 Temporary electrical boards in compliance with SANS 100142. CoC's and weekly inspections required. 10.3 Maintenance and repair. 10.4 Temporary lighting for work areas. 10.5 Dustless grinding machines for chasing walls, etc.	
11	Temporary access and work platforms	11.1 Ladders. 11.2 Scaffolding – including sufficient boards (fully boarded platforms, access ladders, toe boards, bracing, ties (height of scaffolds vs. base width), signage, etc. All in compliance with SANS 10085-2004. 11.3 Trained scaffold inspector and erector(s). 11.4 Safe access to roofs by means of extension ladders of correct length.	
12	Welfare facilities (specific to the two sites in question)	12.1 Toilets (1 toilet per 30 workers). Separate toilets for women. 12.2 Soap. 12.3 Change area separate from eating areas. Tables and benches sufficient number for personnel, including subbies. Covered areas – wind and rain proof. 12.4 Drinking water. 12.5 Toilet paper. 12.6 Lockable containers for PPE. 12.7 Electrical supply and plug points for cooking and hot water. 12.8 Lights.	
13	Medical assessments of personnel	14.1 All construction personnel must be certified medically fit by a registered occupational health practitioner. 14.2 Hearing tests to form part of the medical assessments and must be carried out at least every two years or more often depending on previous audiogram.	
14	Personal fall prevention systems	15.1 Required for roof structures, roof coverings, and other areas where barriers cannot be fitted and where scaffolds or ladders cannot be worked from. 15.2 Lifeline systems may only be fitted by a registered rope access contractor e.g. on roofs where scaffolds and ladders cannot be used.	
15	Scaffolding	16.1 All scaffolds must comply with the Scaffold Code 10085-2004. 16.2 All necessary scaffold personnel to be appointed and to be on site when required. 16.3 No alterations of scaffolding by persons except by qualified scaffold erectors. 16.4 Scaffold tag system to be implemented and managed by a qualified scaffold inspector.	

No.	ITEM	DETAILS	PRICE budgeted by Contractor
16	Supervision	<p>17.1 P/Contractor to appoint a full-time construction manager designated to this project.</p> <p>17.2 Section and activity supervisors to be appointed specific to trades and areas, and specific to each of the two sites.</p> <p>17.3 Each sub-contractor needs to appoint a full-time site supervisor. Sufficient supervision is required based on the number of teams and risks, as well as the two separate sites in question.</p> <p>17.4 P/Contractor to have a supervisor on site during after-hours and during all subbie work.</p>	

Company:
Authorised person:

Signature;

Date:

**Proof of Contractor H&S competence and resources
in terms of the Construction Regulations 2014
Project: Bergzicht Taxi Ranking Facility in Stellenbosch**

16.

17. **ANNEXURE J**

Construction Regulation 5(1)(h) requires the Client to assess every Principal Contractor's competence and resources to carry out the work in question safely and without negative effects to the health of its personnel and/or other persons who could be affected by the construction work in question.

It is with this in mind that the following questions are posed. It is requested that the respondent answers all the questions below and provides the necessary supporting documentation.

1. Company profile or similar, detailing such information as: years in existence; experience and qualifications of senior company officials; support systems e.g. plant yard, maintenance workshops, in-house plant, etc.
2. CIDB (Construction Industry Development Board) grading, if any.
3. Registration with any industry associations e.g. SAFCEC or MBA.
4. Previous contracts of similar scope and complexity to the one in question. Note that your appointment as the Principal Contractor will include the oversight and co-ordination of other trades based on the specific scope of work set out in the tender. Have you managed such trades before?
5. A copy of a preliminary risk assessment document and health & safety plan compiled for a similar project within the past two years which was approved by a Client's Health & Safety Agent. Proof required.
6. An H&S audit conducted on a sub-contractor within the past two years – audit report required.
7. The contents of a typical company health & safety file – index page will do (must carry company logo or similar).
8. What calibre of construction manager and foreman would you envisage placing on this project – experience, qualification, knowledge, and training? It is understood that you may not have these persons earmarked at this time however a mere indication of the competence of such person will do.
9. Does your company employ a safety officer or do you consult with an outside safety consultant? Are these persons registered with the SACPCMP (South African Council for Project & Construction Management Professions) – proof will be required?
10. Proof of valid workman's compensation will be required in the form of a letter of good standing. Public liability insurance will also need to be proven.

ANNEXURE K

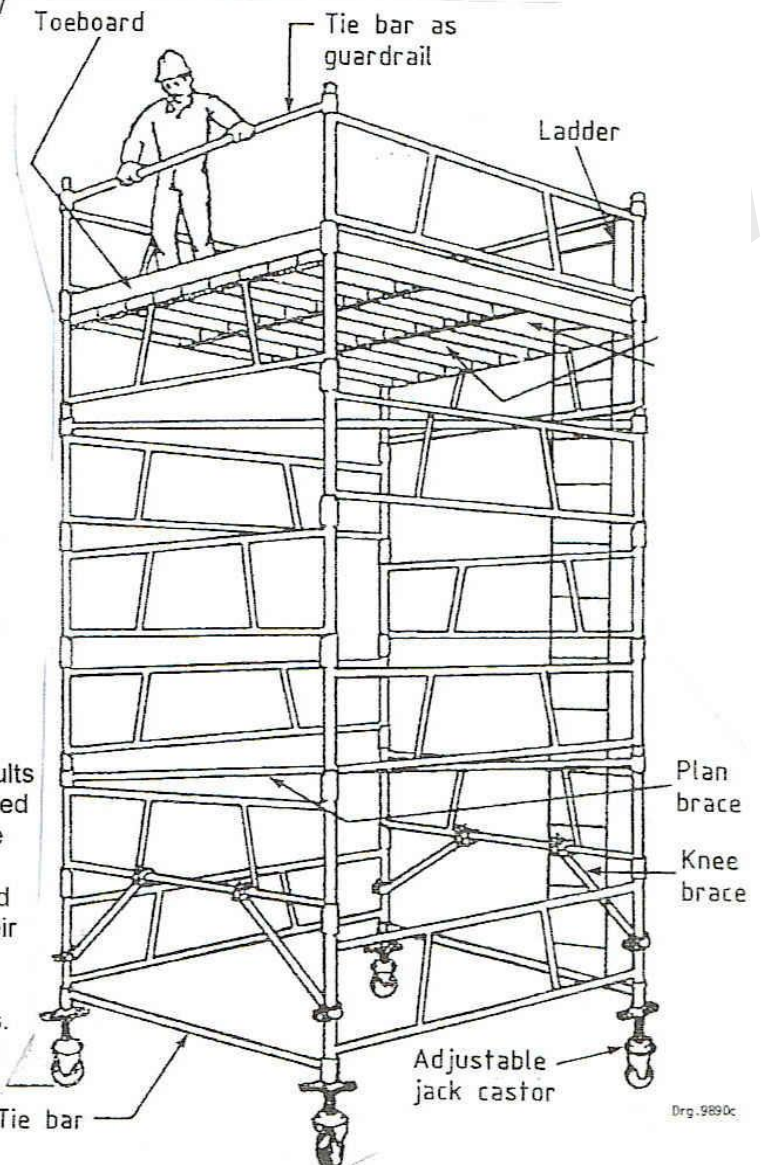
MOBILE SCAFFOLDING AND SCAFFOLD TOWERS:

To follow is a list of requirements to be complied with. These requirements are not only site-specific, but are required by law on all sites.

1. Mobile scaffolds may only be used on level surfaces.
2. The castors/wheels must be the same size, have locking pins and manually operated brakes.
3. Frame scaffolds must be erected with base ledgers / foot ties to prevent the feet from spreading apart.
4. Plan bracing is critical on all mobile scaffolds and towers.
5. Always follow the manufactures / supplier's specifications for erection. Your foreman should have a copy of the erection procedures and specification sheet on site.
6. Always plan your scaffold before erection and ensure that you have the correct material before starting.
7. The maximum height of a mobile scaffold and static tower is calculated as follows:

Max. Height = 3 x minimum base width.

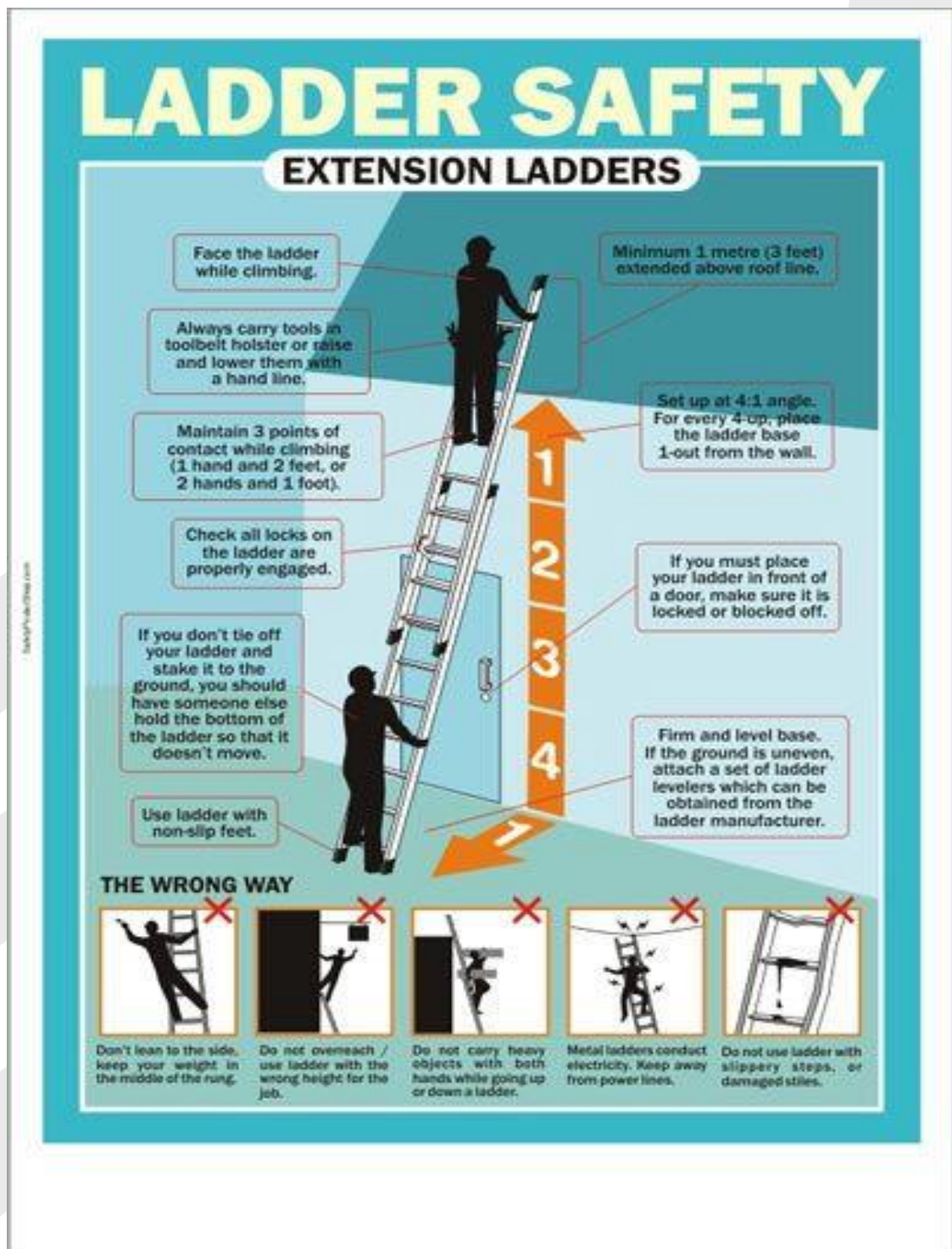
8. Scaffold platforms must be properly boarded with guardrails and toe boards where the risk of falling materials exists.
9. When moving a mobile scaffold, all materials and persons must be removed.
10. Mobile scaffolds must be inspected on a weekly basis while they are erected. The results of the inspection must be recorded in a scaffold register, held by the foreman.
11. Scaffold erectors must be trained in the erection procedures of their specific type of scaffolding.
12. Safe access must also be provided to all working platforms.
13. Where safe platforms cannot be provided then safety harnesses must be provided and used by workers.



SCAFFOLDING IS GOVERNED BY SANS CODE 10085-1: 2003 AND IS INCORPORATED INTO THE OCCUPATIONAL HEALTH & SAFETY ACT 85/1993

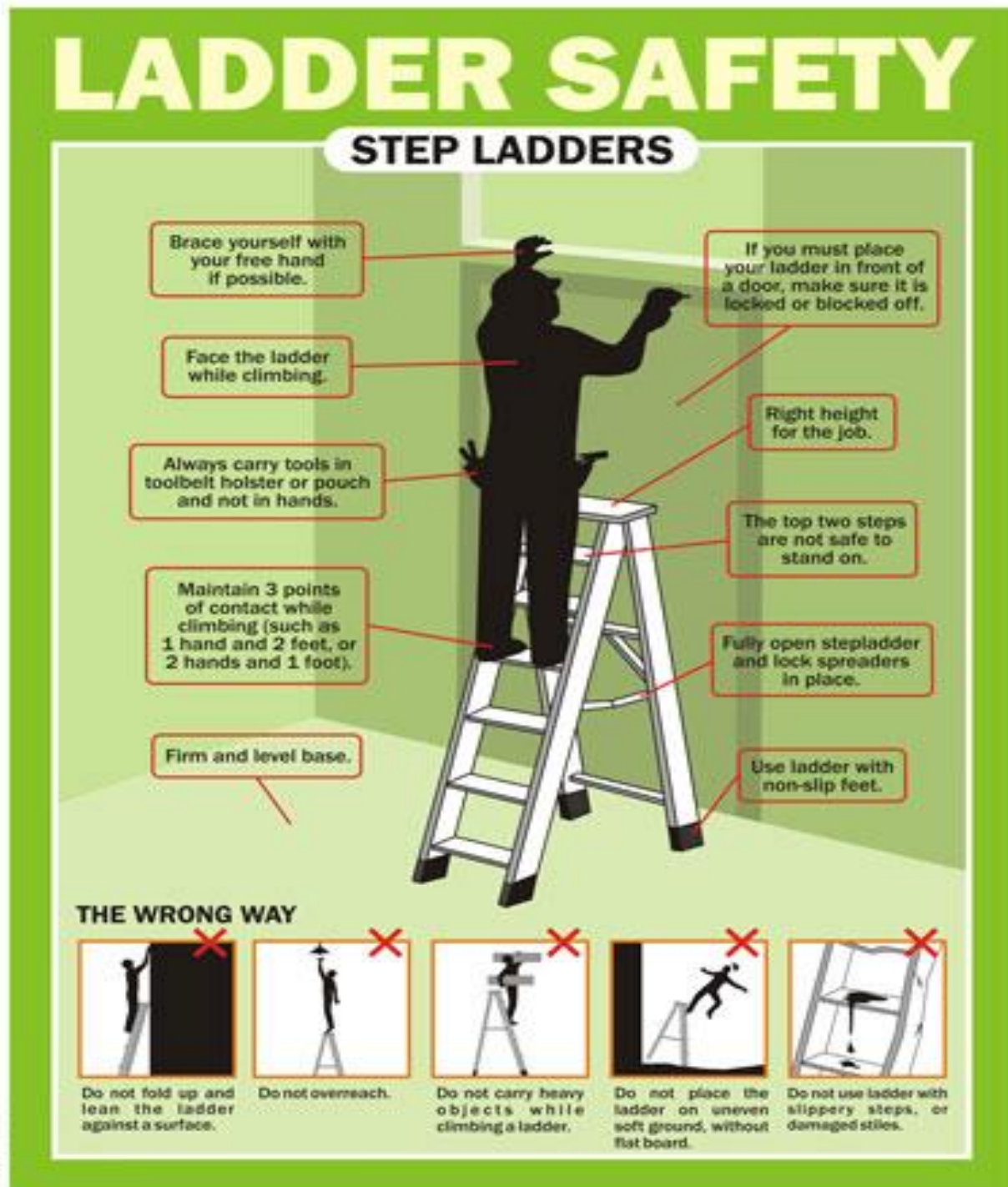
18.

19. ANNEXURE L



20.

21. ANNEXURE M



ANNEXURE N

Project: Bergzicht Taxi Ranking Facility in Stellenbosch

Acknowledgement of receipt and proof that H&S Specifications formed part of the tender or negotiations process:

I, _____ representing

_____ Principal Contractor /

Contractor have received the Health and Safety Specifications in good order and shall ensure that the Principal Contractor / Contractor and its personnel comply with all obligations / requirements / specifications in respect thereof. This document is legally binding in terms of the Construction Regulations (2014).

Signature of Principal Contractor / Contractor

Date

Signature of Client / Client's Agent

Date

Comments:



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART C4: SITE INFORMATION



Part C4: Site information

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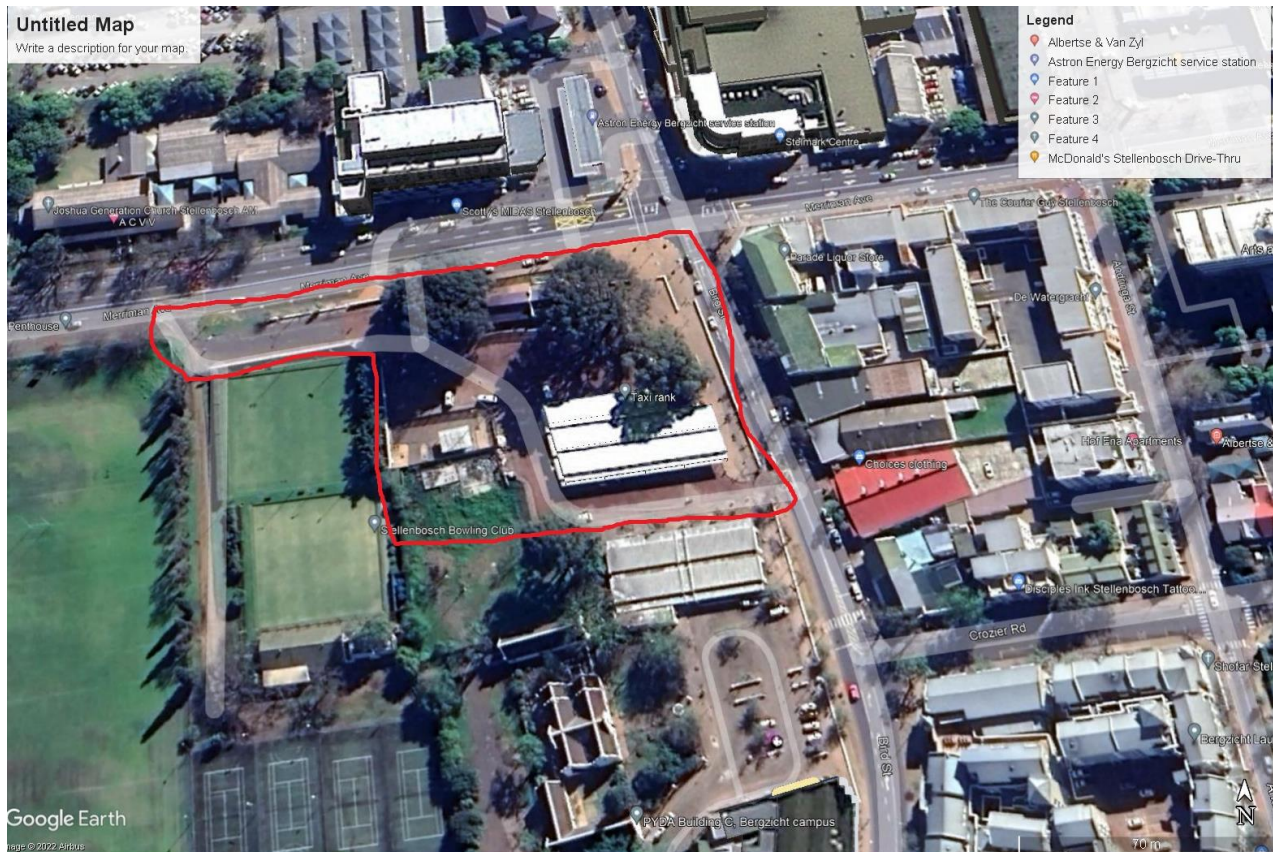


C4.1 Site Information

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The site is situated in the area known as Bergzicht Taxi Rank and is bounded by Bird Street in the East and Merriman Avenue in the north within the red bordered area on the plan hereunder.

Site location and context (Google Earth, 2018)





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C4.2 Geotechnical Information

No Geotechnical Information