



# Sarah Baartman

DISTRICT MUNICIPALITY

*Province of the Eastern Cape*

*progress through development*

**BID NO. 60/2023**

## **REHABILITATION OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**

NAME OF BIDDER : .....

CSD SUPPLIER NO. : MAAA.....

CONTACT PERSON : .....

CONTACT NO.: .....

ADDRESS : .....

.....

.....

# **BID DOCUMENT**

# SARAH BAARTMAN DISTRICT MUNICIPALITY

BID NO: 60/2023

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**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**PART T1: TENDERING PROCEDURES**

**T1.1 Tender Notice and Invitation to Tender**

**T1.2 Tender Data**

# **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

## **T1.1: TENDER NOTICE AND INVITATION TO TENDER**

### **BID NO. 60/2023: REHABILITATION OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**

Sarah Baartman District Municipality (SBDM) hereby invites bids for the Rehabilitation of M Street and Albert Street in Makhandanda, Makana Local Municipality. Potential bidders must have a minimum CIDB Grading of 7CE. Failure to submit valid proof of registration will lead to the bid being non-responsive.

Bid documents with the necessary specifications may be obtained at a non-refundable cost of R110.00 from the Supply Chain Management Unit, 4th Floor, 32 Govan Mbeki Avenue, Port Elizabeth, tel. 041 508 7007. Alternatively, bid documents may be downloaded free of charge from the municipal website (<https://www.sarahbaartman.co.za>) or the e-Tender Portal (<https://etenders.treasury.gov.za>)

The bids will be evaluated in terms of the 80/20 preferential point system as per the Preferential Procurement Regulations, 2022, where 80 points will be used for price, a maximum of 10 points will be allocated for locality and a maximum of 10 points will be allocated for BBBEE status level of contribution. The bids will also be evaluated on functionality, bids that do not obtain a score of 70% on the functionality criteria will be excluded from further evaluation.

**Functionality criteria will be assessed as follows:**

<b>CRITERIA</b>	<b>WEIGHT</b>	<b>VALUE 1-5</b>	<b>MAXIMUM POSSIBLE SCORE</b>
<b>Company Experience</b>	<b>30</b>	<b>Max 5</b>	<b>150</b>
<b>Key Personnel</b>	<b>40</b>		<b>200</b>
<b>Equipment Relevant for the Assignment</b>	<b>10</b>		<b>50</b>
<b>TOTAL</b>	<b>80(TW)</b>		<b>400(MPS)</b>

**Where: 1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very Good, 5 = Excellent**

A **compulsory briefing session** with representatives of the District Municipality will take place at the **Grahamstown Town Hall, 86 High Street Makhandanda on Tuesday, 16 January 2024** starting at **11h00**. Failure to attend will result in the disqualification of the bid. No Bidders will be allowed in the briefing session after 11h20 or 20 minutes after commencement of the briefing session.

Bids in a sealed envelope clearly marked "**BID NO. 60/2023: REHABILITATION OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY**" must be placed in the Bid Box at 4<sup>th</sup> Floor, 32 Govan Mbeki Avenue, Port Elizabeth, before **12h00 noon on Wednesday, 07 February 2024**. Thereafter, after bids will be opened in public in the Committee Room 1, 6th floor, 32 Govan Mbeki Avenue, Gqeberha.

Prospective bidders must be registered on the Central Supplier Database (CSD). Failure to comply shall render the bid non-responsive. Failure to submit any compulsory document(s) shall render the bid null and void.

The original document collected from the municipality must be submitted or, if the documents are printed from the websites, printed documents must be submitted. Bids may only be submitted on the bid documentation provided by the municipality.

Late, incomplete, facsimile, or emailed bids will not be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. SBDM reserves the right to accept part of or the full bid.

**NOTICE 109 of 2023 DATED 06 DECEMBER 2023**

**Ms U DANIELS**

**Municipal Manager**

**Sarah Baartman District Municipality**

**PO Box 318**

**Gqeberha**

**6000**

# SARAH BAARTMAN MUNICIPALITY

**BID NO: 23/2023**

## **T1.2: TENDER DATA**

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

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

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

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

<b>Clause</b>	<b>Description</b>
C.1.1	<p>The Employer is: Sarah Baartman District Municipality Address: 32 Govan Mbeki Avenue, Port Elizabeth, 6000 Contact Person Regarding Technical Matters: Mr. Kudakwashe Sanyamandwe – <a href="mailto:ksanyamandwe@sbdm.co.za">ksanyamandwe@sbdm.co.za</a> / Tel 041 508 7273 Contact Person Regarding SCM Matters: Mr. Khayaletu Fana - <a href="mailto:kfana@sbdm.co.za">kfana@sbdm.co.za</a> / Tel 041 508 7149</p>
C.1.2	<p>The Tender documents issued by the Employer comprise of 3 Volumes i.e the following documents:</p> <p><b>Volume 1 - Part T1: Tendering Procedures.</b></p> <p>T1.1 Tender Notice and invitation to tender T.1.2 Tender Data</p> <p><b>Volume 2 – Part T2: Returnable Schedules</b></p> <p>T2.1 List of Returnable documents T2.2 Returnable schedules</p> <p><b>Volume 3 – Part C1: The Contract Data</b></p> <p><b>PART C1 AGREEMENT AND CONTRACT DATA</b></p> <p>C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee</p>

	<p>C1.4 Occupational Health &amp; Safety Agreement</p> <p>C1.5 Protection of the Environmental Declaration</p> <p><b>PART C2 PRICING DATA</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>PART C3 SCOPE OF WORKS</b></p> <p>C3.1 Description of Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p><b>PART C4 SITE INFORMATION</b></p> <p>C4.1 General Site Information</p> <p>Appendix A : Health and Safety Specification</p> <p>Appendix B : Tender Drawings</p> <p>Appendix C: Employment and Management of EMEs/QSEs</p> <p>Appendix:D: Training and Development Specification</p> <p><i>Add the following:</i></p> <p>The following documents form part of this tender:</p> <p><b>VOLUME 2:</b> The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: <a href="mailto:civilinfo@saice.org.za">civilinfo@saice.org.za</a>.</p> <p><b>VOLUME 3:</b> The SANS Standard Specifications for Civil Engineering Construction prepared by Standards South Africa (SANS 1200). These publications are obtainable, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.</p>
C.1.3	<p><b>Interpretation</b></p> <p><i>Delete the clause and replace with the following:</i></p> <p>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.</p>

C.1.4	<p><b>Communication:</b></p> <p><i>Delete the first sentence of the clause and replace with the following:</i></p> <p>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.</p> <p>The Employer’s Agent, for the purposes of any communication between the Employer and Tenderer is:</p> <p>Name : LA Consulting Engineers</p> <p>Represented By : Barry Lizamore</p> <p>Address : Unit 3, Execu Buisness Park 36-38 Newton Street, Newton Park Port Elizabeth 6045</p> <p>Telephone : 041 374 1570</p>
C1.5	<p><b>Cancellation and Re-Invitation of Tenders</b></p> <p><i>Delete the full stop at the end of C.1.5.1 c) and replace with, or Add the following after C.1.5.1 c):</i></p> <p>d) there is a material irregularity in the tender process.</p>
C.1.6	<p><b>Competitive negotiation procedure</b></p> <p><i>Add the following to C.1.6.2.1:</i></p> <p><i>A competitive negotiation procedure will not be followed.</i></p>
C.1.6.3	<p><b>Proposal procedure using the two-stage system</b></p> <p><i>Add the following between C.1.6.3 and C.1.6.3.1:</i></p> <p>A two-stage system will not be followed.</p>
C.1.6.4	<p><b>Objections, complaints, queries, and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court</b></p>
C1.6.4.1	<p><b>Disputes, objections, complaints, and queries</b></p> <p>In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):</p> <p>a) Persons aggrieved by decisions or actions taken by the SBDM in the implementation of its supply chain management system, may lodge within fourteen (14) days of the decision or action, a written objection or complaint or query or dispute against the decision or action.</p>
C.1.6.4.2	<p><b>Appeals</b></p> <p>a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.</p> <p>b) An appeal must contain the following:</p> <p>i) Must be in writing</p> <p>ii) It must set out the reasons for the appeal</p>



	<p>iii) It must state in which way the Appellant's rights were affected by the decision.</p> <p>iv) It must state the remedy sought; and</p> <p>v) It must be accompanied with a copy of the notification advising the person of the decision</p>
C.1.6.4.3	<p><b>Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000</b></p> <p>The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.</p>
C1.6.4.4	<p>All requests referring to sub clauses C1.6.4.1 and C.1.6.4.2 must be submitted in writing to:</p> <p><i>The Municipal Manager, Sarah Baartman District Municipality,32 Govan Mbeki Avenue, PO Box 318, Port Elizabeth,6000.</i></p>
C1.6.4.5	<p>All requests referring to clause C.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:</p> <p><i>The Municipal Manager, Sarah Baartman District Municipality,32 Govan Mbeki Avenue, PO Box 318, Port Elizabeth,6000.</i></p>
C.1.7	<p><b>SBDM Supplier Database Registration</b></p> <p>Tenderers are required to be registered on the SBDM's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.</p>
C.1.8	<p><b>National Treasury Web Based Central Supplier Database (CSD) Registration</b></p> <p>Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.</p> <p>Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <b><a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a></b>.</p> <p>It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.</p>
<b>C.2</b>	<b>Tenderer's Obligations</b>
C.2.1	<p><b>Eligibility</b></p> <p><i>Delete the heading <b>Eligibility</b> and Replace with <b>Responsiveness Criteria</b></i></p>
C.2.1.1	<p><i>Delete the clause and replace with the following:</i></p> <p>Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive</p>
C.2.1.2	<p><i>Add the following after C.2.1.2:</i></p> <p>Only those tender submissions from which it can be established that a clear and</p>

	unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.
C2.1.3	<i>Only those tenders that satisfy the following criteria will be declared responsive:</i>
C.2.1.3.1	<p><b>Construction Industry Development Board (CIDB) Registration</b> Only those tenders submitted by tenderers who are registered with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE class of construction work, will be declared responsive.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <p>a) every member of the joint venture is registered with an active status with the CIDB.</p> <p>b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE class of construction work: and</p> <p>c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</p>
C.2.1.3.2	The tenderer is required to provide proof of means of access to a financial facility, to be used as working capital, until such time that the first milestones can be created to warrant a claim from the Employer. This can either be in cash on the Bank Account of the company or pre-approved credit facility by Registered Financial Institution. Original letter from the Bank or Financial Institution, confirming Bank balance or approved credit facility must be attached. The amount must be a minimum amount of 10% of the total project cost.
C.2.1.4.2	<p><b>Compliance with requirements of SBDM's SCM Policy and procedures</b> Only those tenders that are compliant with the requirements below will be declared responsive:</p> <p>a) A completed <b>Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums</b> to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).</p> <p>b) A copy of the partnership / joint venture / consortium agreement to be provided.</p> <p>c) A completed <b>Declaration of Interest – State Employees</b> to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).</p> <p>d) A completed <b>Declaration – Conflict of Interest</b> and <b>Declaration of Bidder's past Supply Chain Management Practices</b> to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).</p> <p>e) A completed <b>Certificate of Independent Bid Determination</b> to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).</p> <p>f) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.</p> <p>g) The tenderer is not an advisor or consultant contracted with the Employer.</p> <p>h) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.</p>

C.2.1.4.  
3

**Minimum score for functionality compliance**

After evaluation for mandatory requirements, remaining tenders will be evaluated further based on Quality/ Functionality, Price and Preference. Bids will be evaluated on a 80/20 preference point system as per the Preferential Procurement Regulations, 2022 where the 80 will be used for price (VAT Inclusive) and a maximum of 10 points will be allocated for locality, and a maximum of 10 points will be allocated to B-BBEE Status level of contribution. Tenders who receive a minimum of 70 percent on functionality/ quality will be evaluated in terms of Price and Preference Points.

**Functionality**

The assessment of functionality must be done in terms of the functionality evaluation criteria and the minimum threshold. A bid will be disqualified if it fails to meet the minimum threshold of 70% for functionality and Functionality points will be allocated as follows:

**Functionality criteria will be assessed as follows:**

CRITERIA	WEIGHT	VALUE 1-5	MAXIMUM POSSIBLE SCORE
Company Experience	30	Max 5	150
Key Personnel	40		200
Equipment Relevant for the Assignment	10		50
<b>TOTAL</b>	<b>80(TW)</b>		<b>400(MPS)</b>

**Where: 1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very Good, 5 = Excellent**

**Company Experience**

Provide a list of projects successfully completed in undertaking related works within the previous seven-year (7) period from the date of tender advert. Bidders must provide copies of signed completion certificates, reflecting the value and scope of the project from the client. Sub-contractor completion letters from the main contractor will not be acceptable.

Criteria	Description	Number of Projects	Score
Company Experience	Bidder's previous experience with respect to rehabilitation or construction of road projects with a minimum value of R10 million	+4	5
		3	3
		2	2
		1 or less	1

**Key Personnel**

This refers to the qualifications and relevant experience of key personnel who will be in charge of the construction work for the duration of the project. CVs of the key personnel reflecting proof of relevant experience must be attached with certified copies of qualifications.

Criteria	Description	Status	Score
Contracts Manager	Qualification of the Contracts Manager	Bachelor's Degree in the Built Environment	5
		Diploma in the Built Environment	3
		No qualification	1
	Relevant Experience	10+ years	5
		7 – 9 years	4
		3 – 6 years	3
		2 or less	1

Criteria	Description	Status	Score
Construction Manager	Qualification of the Construction Manager	Bachelor's Degree in the Built Environment	5
		Diploma in the Built Environment	3
		No qualification	1
	Relevant Experience	10+ years	5
		7 – 9 years	4
		3 – 6 years	3
		2 or less	1

Criteria	Description	Status	Score
General Foreman	Relevant Experience	10+ years	5
		7 – 9 years	4
		3 – 6 years	3
		2 or less	1

Criteria	Description	Status	Score
Occupational Health and Safety Agent	A South African Council for Project and Construction Management Professions registered Occupational Health and Safety Agent	10+ years	5
		7 – 9 years	4
		3 – 6 years	3
		2 or less	1

### Equipment Relevant for the Assignment

This shall mean minimum machinery and plant required for the project as per the following list:

- 1 x TLB**
- 2 x 6 Ton Tipper Trucks**
- 1 x Ton LDV**
- 1 x Grader**
- 1 x Water Truck**
- 1 x 10 Ton Drum Roller**

Certified copies of registration papers must be attached either in the company name or in the name of the Directors/Shareholders of the company.

In case of hiring, Certified copies of registration papers must be attached either in the company name with the letter of intent showing the list of plant to be leased signed by the Plant owner.

Criteria	Description	Status	Score
Equipment Relevant for the Assignment	Machinery and plant required for the project	Ownership between 80% -100%	5
		Ownership between 60% -79%	3
		Ownership between 40% -59%	2
		Ownership less than 40%	1

### Formula for scoring the Financial Offer

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

Where:

**P<sub>s</sub>** = Preference points for price of tender under consideration;

**80** = Points allocated to price (80);

**P<sub>t</sub>** = Rand value of tender under consideration; and

**P<sub>min</sub>** = Rand value of the lowest acceptable tender.

### Scoring Preference points

The tenderer is required to submit a BBBEE Verification Certificate.

Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
<b>NON-COMPLIANT CONTRIBUTOR</b>	0

In order to claim these points, bidders are required to submit an original and valid B-BBEE Status level verification certificate or a certified copy or a sworn affidavit together with their bids to substantiate their B-BBEE Status.

**Points allocated for Locality**

Locality	Procurement Under 80/20 Points
Within the Sarah Baartman District Municipality's area of jurisdiction	10
Within the Eastern Cape province	8
Within South Africa	5
Outside South Africa	1

**NB:** In order to claim points for locality, prospective bidders are required to submit proof of address of office dealing with the project. A valid lease agreement or municipal account in name of bidder must be submitted Failure will result in preference points not being allocated.

**Total Scores for Financial and Preference**  
The points scored for a Tenderer in respect of Financial must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies

C.2.1.4.5	<p><b>Compulsory Clarification Meeting</b> A <b>compulsory briefing session</b> with representatives of the District Municipality will take place at the <b>Grahamstown Town Hall, 86 High Street Makhanda</b> on <b>Tuesday, 16 January 2024</b> starting at <b>11h00</b> and failure to attend will result in the disqualification of the bid. No Bidders will be allowed in the briefing session after 11h20 or 20 minutes after commencement of the briefing session.</p>
C.2.3	<p><b>Check documents.</b> The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's Agent at once of any such problems identified</p>

C.2.8	<p><b>Seek Clarification</b>  <i>Add the following after the first sentence:</i>  The tenderer warrants that it has:</p> <ol style="list-style-type: none"> <li>a) inspected the Specifications and read and fully understood the Conditions of Contract.</li> <li>b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.</li> <li>c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.</li> <li>d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.</li> <li>e) received any notices to the tender documents which have been issued in accordance with the Employer’s SCM Policy.</li> </ol> <p>The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.</p>
C.2.13	<p><b>Submitting tender offer:</b></p> <p><b>A two-envelope procedure will not be followed</b></p> <ol style="list-style-type: none"> <li>a) All attachments requested must be bound together and submitted as such together with the tender document clearly marker “<b>BID NO. 60/2023: REHABILITATION OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY</b>”</li> <li>b) Tenders must be signed by a person duly authorised to do so. No electronic signatures are allowed.</li> <li>c) Tenders submitted by Joint Ventures or Consortiums / Partnerships shall be accompanied by the document of formation of such entities.</li> <li>d) All tender documents shall be completed in black ink and in case of a mistake or an error, a line must be drawn through the error and authorised full signature and date must be attached.</li> </ol>
	<p>The Employer’s address for delivery of Tender offers and identification details to be shown on each Tender offer package are:  <b>Delivery address: 32 Govan Mbeki Avenue, Port Elizabeth, 6000</b>  <b>Location of Tender box: 4th Floor</b>  <b>Identification details: BID NO. 60/2023: REHABILITATION OF M STREET AND ALBERT STREET IN MAKHANDA, MAKANA LOCAL MUNICIPALITY</b></p>
	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
	<p>The Tenderer must 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.</p>
C.2.15	<p><b>Closing date and time:</b></p> <p><b>Closing date: 07 February 2024</b>  <b>Closing Time: 12h00</b></p>

C.2.16	The Tender offer validity period is 90 days.
C.2.18.4	<p><b>Compliance with Occupational Health and Safety Act, 85 of 1993</b> Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Tenderer shall upon request, appended to Schedule 16: Health and Safety Plan in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.7 Health and Safety Specifications for the works detailed in Part C3 Scope of works.</p>
C.3.2	<p><b>Issue Addenda</b> <i>Delete the words “three days” from the first sentence and replace with:</i></p> <p>“Five working days where possible”</p> <p><i>Add the following to C.3.2 at the end of the paragraph:</i> Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.</p>
C.3.9	<p><b>Arithmetical errors, omissions, and discrepancies</b> <i>Add the following after clause C.3.9.2</i></p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.</p> <p>Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive</p>
C.3.10	<p><b>Clarification of a tender offer</b> <i>Delete the clause and replace with the following:</i></p> <p>The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.</p>



# **SARAH BAARTMAN MUNICIPALITY**

**BID NO: 60/2023**

## **T2.1: LIST OF RETURNABLE DOCUMENTS**

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

### **1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

- Schedule : 1A Authority for Signatory
- Schedule : 1B Letter of Good Standing with Workmen's Compensation Commissioner
- Schedule : 1C Joint Venture Disclosure Form
- Schedule : 1D Certificate of Attendance at Clarification Meeting
- Schedule : 1E Record of Addenda to Tender Documents
- Schedule : 1F Declaration of Interest (MBD4)
- Schedule: 1G Declaration for Procurement above R10 million (MBD5)
- Schedule: 1H Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022(MBD6.1)
- Schedule : 1I Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)
- Schedule : 1J Certificate of Independent Tender Determination (MBD 9)
- Schedule : 1K Compulsory Enterprise Questionnaire
- Schedule : 1L Particulars of Tenderer
- Schedule : 1M Declaration of Validity of Information Provided

### **2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)**

- Schedule: 2A Tax Clearance Requirements
- Schedule: 2B Proof of B-BBE Certification
- Schedule: 2C CIDB Contractor registration Certificate
- Schedule : 2D Proof of locality
- Schedule : 2E Municipal Billing
- Schedule : 2F Schedule of Tenderer's Experience
- Schedule : 2G Curriculum Vitae of Personnel (All shown in Organogram)
- Schedule : 2H Annual Financial Statements for the past 3 years
- Schedule : 2I Preliminary programme including monthly Cashflow projection (12-months duration)
- Schedule : 2J List of Construction Plant

**SARAH BAARTMAN MUNICIPALITY**

**BID NO: 60/2023**

<b>SCHEDULE 1A : AUTHORITY FOR SIGNATORY</b>
--

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

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

**A. Certificate for Company**

I, ....., chairperson of the board of directors of ....  
....., hereby confirm that by resolution of the  
board (copy attached) taken on ..... 20..., Mr/Ms .....  
acting in the capacity of ....., was authorized to sign all documents in  
connection with this tender and any contract resulting from it on behalf of the company.

**As witnesses :**

- |         |                  |
|---------|------------------|
| 1. .... | Chairman : ..... |
| 2. .... | Date : .....     |

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
..... hereby authorize Mr/Ms ....., .....  
acting in the capacity of .....to sign all documents in  
connection with the tender for Contract .....and any contract resulting from it  
on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

Note:

A Copy of the Joint Venture Agreement showing Clearly the percentage contribution of each partner to the joint venture shall be appended to the schedule.

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

1. \_\_\_\_\_ Signature : Sole owner : \_\_\_\_\_  
 2. \_\_\_\_\_ Date : \_\_\_\_\_

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorize Mr/Ms .....  
 acting in the capacity of ....., to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 1B : LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION  
COMMISSIONER**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

<b>SCHEDULE 1C: JOINT VENTURE DISCLOSURE FORM</b>
---

General

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents
  
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) The contribution of capital and equipment
  
  - b) Work items to be performed by the affirmable joint venture partner's own forces
  
  - c) Work items to be performed under the supervision of the affirmable joint venture partner
  
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
  
- iv) ABE partners must complete ABE Declaration affidavits
  
- v) The joint venture must be formalized. All pages of the joint venture agreement must be signed by all the parties concerned. A letter / notice of intention to formalize a joint venture once the contract has been awarded will not be considered.
  
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name.....  
.....

b) Postal Address  
.....  
.....  
.....  
.....  
.....

c) Physical

Address

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

d) Telephone

.....  
.....

e) Fax

.....  
.....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

<b>SCHEDULE 1D : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING</b>
---

This is to certify that

..... (Tenderer)

of .....(address)

.....

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

..... (location) on ..... (date), starting at .....

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

Particulars of person(s) attending the meeting:

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

Capacity .....

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

Capacity .....

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

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

Capacity ..... Date & Time .....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

<b>SCHEDULE 1E : RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
--

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(Attach additional pages if more space is required)

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

<b>SCHEDULE 1F: DECLARATION OF INTEREST(MDB4)</b>
---

1. No Bid will be accepted from persons in the service of the state<sup>1</sup>.
  
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/adjudging authority.
  
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.**

3.1. Full Name of Bidder or his or her representative:

.....

3.2. Identity Number:

.....

3.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

3.4. Company Registration Number:

.....

3.5. Tax Reference Number:

.....

3.6. VAT Registration Number: .....

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state?

**YES / NO**

3.8.1. If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with

the evaluation and or adjudication of this Bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other Bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this Bid? **YES / NO**

3.11.1 If yes, furnish particulars .....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

4. Full details of directors / trustees / members / shareholders.

**Note:** The full details disclosed hereunder must correlate to “ownership information” as per Central Supplier Database (CSD).

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

In the presence of:

1. ....

2. ....

**CERTIFICATION OF CORRECTNESS**

I, THE UNDERSIGNED (NAME) .....

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

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

Signature.....

Date.....

.....

.....

Position

Name of Bidder

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 1G: DECLARATION FOR PROCUREMENT ABOVE R10  
MILLION**

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

<b>1. Are you by law required to prepare annual financial statements for auditing?</b>	<b>*YES / NO</b>
1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.  _____  _____	
<b>2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?</b>	<b>*YES / NO</b>
2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2 If yes, provide particulars.  _____  _____	
<b>3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?</b>	<b>*YES / NO</b>
3.1 If yes, furnish particulars  _____  _____	

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	<b>*YES / NO</b>
4.1 If yes, furnish particulars  _____  _____	

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)** .....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 1H: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE  
PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this Bid is estimated **not to exceed R50 000 000** (VAT inclusive) for a three-year period and therefore the **80/20** system shall be applicable.

1.3 Preference points for this Bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>LOCALITY</b>	<b>10</b>
<b>Total points for Price, B-BBEE and Locality must not exceed</b>	<b>100</b>

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



- 1.5 Failure on the part of a Bidders to fill in and/or to sign this form and submit Proof of Address of office dealing with the project (i.e. lease agreement/municipal account in name of bidder) to claim for specific goal of Locality, together with the Bid, will be interpreted to mean that preference points for Locality are not claimed.
- 1.6. The municipality reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the municipality for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals and **“tender”** has a corresponding meaning;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.7 **“contract”** means the agreement that results from the acceptance of a bid by the Sarah Baartman District Municipality;
- 2.8 **“Functionality”** means the measurement according to predetermined norms, as set out in the tender specification, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.9 **“person”** includes a juristic person;
- 2.10 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of tender invitations, and includes all applicable taxes and excise duties
- 2.11 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.12 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice;
- 2.13 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 2.14 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person;

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for specific goals.
- 3.5 If functionality is part of the evaluation process and two or more bidders score equal total points and equal specific goal points the contract must be awarded to the bidder that scored the highest points for functionality.
- 3.6 If two or more bidders score equal total points in all respects, the award must be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

inclusive of all applicable taxes

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.

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

- 5.1 In terms of paragraph 4(2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining specific goals. The points for B-BBEE status level of contribution in accordance with the following table:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for Preference (80/20)</b>	<b>Number of Points for Preference (90/10)</b>
1	10	5
2	9	4
3	8	3
4	6	2
5	4	1
6	3	1
7	2	1
8	1	1
Non-compliant contributor	0	0

- 5.2 Bidders must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.3 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.
- 5.5 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.6 **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3. AND 5.1**

**B-BBEE Status Level of Contributor** =.....

**B-BBEE Points Claimed** = ..... (maximum of 10 points)

(Points claimed in respect of paragraph 5.6 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate (Certified Copy or Original) issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA) or a sworn affidavit for EME in the acceptable format as issued by the Department of Trade and Industry.

**6. Points awarded for Locality**

6.1 In terms of paragraph 4(2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining specific goals. The points for Locality are in accordance with the following table:

Locality	Procurement under 80/20	Procurement under 90/10
	Points	Points
Within the Sarah Baartman District Municipality’s area of jurisdiction	10	5
Within the Eastern Cape province	8	4
Within South Africa	5	3
Outside South Africa	1	1

6.2 Proof of address of office dealing with the project (i.e. lease agreement/municipal account in name of bidder) must be submitted to claim for preference points for Locality.

6.3 A bidder failing to submit proof of required evidence to claim preferences points for locality will score 0 points for the specific goals.

**6.4 POINTS FOR LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 6.1**

**Address of office dealing with the project**

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

**Locality Points Claimed = ..... (maximum of 10 points)**

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm.....

7.2 Company registration number: .....

7.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**WITNESSES:**

- 1. ....
- 2. ....

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

ADDRESS OF BIDDER: .....  
.....  
.....  
.....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

<p><b>SCHEDULE 11: DECLARATION OF TENDER’S SUPPLY CHAIN MANAGEMENT PRACTISES(MBD8)</b></p>
--

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



# SARAH BAARTMAN DISTRICT MUNICIPALITY

**BID NO: 60/2023**

## **SCHEDULE 1J : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION(MBD9)**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

—  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
 .....

Signature

Date

.....  
 .....

Position

Name of Bidder

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

<b>SCHEDULE 1K: COMPULSORY ENTERPRISE QUESTIONNAIRE</b>														
The following particulars must be furnished. In the case of a joint venture, <b>separate</b> enterprise questionnaires in respect of each partner must be completed and submitted.														
<b>Section 1: Name of enterprise:</b> .....														
<b>Section 2: VAT registration number, if any:</b> .....														
<b>Section 3: CIDB registration number, if any:</b> .....														
<b>Section 4: Particulars of sole proprietors and partners in partnerships</b>														
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th align="center">Name*</th> <th align="center">Identity number*</th> <th align="center">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Name*	Identity number*	Personal income tax number*									
Name*	Identity number*	Personal income tax number*												
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners														
<b>Section 5: Particulars of companies and close corporations</b>														
Company registration number .....														
Close corporation number .....														
Tax reference number .....														
<b>Section 6: Record of service of the state</b>														
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:														
<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)													
<input type="checkbox"/> a member of any provincial legislature														
<input type="checkbox"/> a member of the National Assembly or the National Council of Province														
<input type="checkbox"/> a member of the board of directors of any municipal entity	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity													
<input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of Parliament or a provincial legislature													
<b>If any of the above boxes are marked, disclose the following:</b> (insert separate page if necessary)														
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)												
		current	Within last 12 months											

\* Insert separate page if necessary

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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Enterprise name* \_\_\_\_\_

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 1L: PARTICULARS OF TENDERER**

Tenderer: .....

Address: .....  
.....  
.....  
.....

Contact Person: .....

Telephone Number: .....

Fax Number: .....

Bank: .....

Branch: .....

Name of Cheque Account: .....

Cheque Account Number: .....

Contact Person: .....

Telephone Number: .....

Guarantee: .....

Branch: .....

Contact Person: .....

Telephone Number: .....

VAT Registration No: .....

Attach original Tax Clearance Certificate to this page

Attach a letter from your bank to this page clearly stating your financial rating according to the codes on page ii, which must also be completed.

.....

**DATE**

.....

**SIGNATURE OF TENDERER**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 1M: DECLARATION OF VALIDITY OF INFORMATION PROVIDED**

I/We, the undersigned:

- a) tender to supply and deliver to the SARAH BAARTMAN MUNICIPALITY (hereafter "SBDM") all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part;
- d) confirm that this tender may only be accepted by the SBDM by way of a duly authorised Letter of Acceptance;
- e) declare that we are fully acquainted with the tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- f) declare that all amendments to the tender document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the SBDM and the undersigned;
- g) certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- h) acknowledge that the information furnished is true and correct;
- i) accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the SBDM that the claims are correct. If the claims are found to be inflated, the SBDM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the SBDM as a result of the award of the contract and/or cancel the contract and claim any damages which the SBDM may suffer by having to make less favourable arrangements after such cancellation;
- j) declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- l) the signatory to the tender document is duly authorised; and
- m) documentary + proof regarding any tendering issue will, when required, be submitted to the satisfaction of the SBDM.

Signed at .....this ..... day of ..... 20.....

Name of Authorised Person: .....

Authorised Signature: .....

Name of Tendering Entity: .....

Date: .....

As witness: .....

## **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

<b>SCHEDULE 2A: TAX CLEARANCE REQUIREMENTS</b>
--

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

1. In order to meet this requirement bidders are required to apply to SARS for a Tax Clearance Certificate at any SARS branch office nationally.
2. SARS will issue a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Overall Tax Clearance status indicator of the bidder on the CSD must be **TAX COMPLIANT**.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must be Tax Compliant on the CSD.
5. Bidders must allow for timeous registration on the CSD and the application and issue of a Tax Clearance Certificate by SARS.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**A non-compliant tax status on the CSD will result in the bid not being awarded.**



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 2 B: PROOF OF B-BBEE CERTIFICATION**

Bidders are required to submit an original and valid B-BBEE Status Level Verification Certificates or certified copies or the Sworn Affidavits together with their Bids to substantiate their B-BBEE rating claims

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 2C: CIDB CONTRACTOR REGISTRATION**

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

Where a Tenderer satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such Tenderer must submit the Certificates of Contractor Registration in respect of each Joint Venture partner.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 2D: PROOF OF LOCALITY**

Proof of locality relates to the location of the office that will be dealing with the project. The following is the only acceptable documentation:

- Most recent municipal statement
- Valid Lease Agreement if premises are Leased

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 2E: MUNICIPAL BILLING**

Proof that municipal rates and taxes and municipal service charges are not in arrears. The following is the only acceptable documentation:

- A valid Municipal Billing Clearance Certificate
- Most recent municipal statement
- Valid Lease Agreement if premises are Leased (only if lessee is not responsible for municipal services)

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 2F: SCHEDULE OF TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by the company in the past **7 years**.

<b>No.</b>	<b>Employer, contact person and telephone number (Only Landline)</b>	<b>Description of Contract</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

\*Insert separate page if necessary

Signed .....

Date .....

Name .....

Position .....

Tenderer

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 2G : CURRICULUM VITAE OF PERSONNEL**

The Tenderer must attach to this page, certified copies of qualifications and copies of CVs for the key personnel such as the Contracts Manager, Construction Manager (Site Agent), General Foreman and Occupational Health and Safety Agent who will be responsible for managing the works.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 2H : ANNUAL FINANCIAL STATEMENTS FOR THE PAST 3 YEARS**

This shall also include access to a financial facility, to be used as working capital, until such time that the first milestones can be created to warrant a claim from the Employer. This can either be in cash on the Bank Account of the company or pre-approved credit facility by Registered Financial Institution. The Employer reserves the right to request for this information at the award of contract.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 2 I : PRELIMINARY PROGRAM INCLUDING MONTHLY CASHFLOW  
PROJECTION FOR DURATION OF PROJECT**

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he / she estimates will arise based on his / her preliminary programme and tendered rates. The Tenderer will correlate this with his selected construction duration on the "Form of Offer and Acceptance". ***The total of the monthly amounts shall be equal to the tender sum***



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**SCHEDULE 2 J : LIST OF CONSTRUCTION PLANT**

The Tenderer shall submit list of Equipment relevant to the Assignment: This shall mean minimum machinery and plant required for the project as per the following list:

- 1 x TLB**
- 2 x 6 Ton Tipper Trucks**
- 1 x Ton LDV**
- 1 x Grader**
- 1 x Water Truck**
- 1 x 10 Ton Drum Roller**

Certified copies of registration papers must be attached either in the company name or in the name of the Directors/Shareholders of the company.

In case of hiring, Certified copies of registration papers must be attached either in the company name with the letter of intent showing the list of plant to be leased signed by the Plant owner.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**PART C1 : AGREEMENT AND CONTRACT DATA**

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



**2. ACCEPTANCE**

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

The terms of the contract are contained in

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

**Part C2: Pricing Data**

**Part C3: Scope of Work**

**Part C4: Site Information**

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now service provider), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer SARAH BAARTMAN DISTRICT MUNICIPALITY  
32 Govan Mbeki Avenue  
Port Elizabeth  
6000  
Tel: 041 508 7139

Name and signature  
of witness .....

Date .....

**3. SCHEDULE OF DEVIATIONS**

**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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

- 1. Subject .....  
 Details .....
- 2. Subject .....  
 Details .....
- 3. Subject .....  
 Details .....
- 4. Subject .....  
 Details .....
- 5. Subject .....  
 Details .....

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

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

# **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

## **C1.2: CONTRACT DATA**

### **CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER**

#### **GENERAL CONDITIONS OF CONTRACT**

The following standardised General Conditions of Contract:

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

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

Copies of these Conditions of Contract may be obtained on the tenderer's own cost from the SAICE.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties; and the procedures for the administration of the Contract. The **Contract Data shall have precedence** in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions of Contract below.

The Contract Data, General Conditions of Contract and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications; in the interpretation of any ambiguity or inconsistency between these documents.

<b>Clause</b>	<b>Description / Wording</b>
1.1.1.13	The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 12 months, calculated from the Commencement Date.
1.1.1.15	The Employer is the Sarah Baartman District Municipality.
1.1.1.16	The Employer's Agent is represented by an employee duly authorised thereto in writing.
1.1.1.26	The Pricing Strategy is: Re-measurable Contract
1.2.1.2	The Employer's address for receipt of communications is:  32 Govan Mbeki Avenue

Clause	Description / Wording
	Port Elizabeth Postal Address: P O Box 318 Port Elizabeth 6045 Telephone: 041 508 7273
1.2.1.2	The Employer's Agent's address for receipt of communications and notices is:  LA Consulting Engineers (Pty) Ltd Unit 3, Execu Buisness Park 36-38 Newton Street, Newton Park Port Elizabeth 6045 Telephone: 041 374 1570 Facsimile: portelizabeth@li-eng.co.za
3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:  1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Sum"; 2. Existing Clauses: 3.3.1 - Nomination of person as Employer's Agent's Representative. 5.7.2 - Work at night as well as by day 5.8 – Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion.

Clause	Description / Wording
	<p>5.14.4 - The issue of a Certificate of Completion.</p> <p>5.16.1 - The issue of a Final Approval Certificate.</p> <p>6.3 – Variation Orders which may exceed R 20 000</p> <p>6.6 - Instruction to expend on Provisional and Prime Cost Sums</p> <p>6.11 - Adjustment of General Items &amp; Approval of Claims</p> <p>8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.</p>
3.2.4	<p>The Employer's Agent has been appointed as Agent on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993.</p> <p>The duly appointed H&amp;S Officials has been appointed as Client Agents on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&amp;S plan and submit such to the employers agent for legal compliance reassessment &amp; verification / approval prior to any works commencing. The duly appointed H&amp;S Officials will be responsible for further monitoring and the auditing of the approved H&amp;S plan for legal compliance.</p>
4.3.1	<p><u>Add the following</u> to the clause:</p> <p>"For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Employers Agenting Sector published from time to time.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers."</p> <p>"The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p>
4.3	<p>Add the following at the end of Clause 4.3:</p> <p>"4.3.3The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and</p>



Clause	Description / Wording
	<p>procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li data-bbox="411 271 1522 371">(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li data-bbox="411 405 1522 674">(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li data-bbox="411 707 1522 909">(iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li data-bbox="411 943 1522 1144">(iv) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</li> </ul> <p>4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <ul style="list-style-type: none"> <li data-bbox="411 1267 1522 1570">(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(b) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after the Commencement Date and shall be implemented and maintained from the Commencement of the Works.</li> <li data-bbox="411 1603 1522 1906">(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</li> </ul>
5.3.1	The documentation required before the commencement of the Works is:

Clause	Description / Wording
	<p>(i) Health and Safety Plan (Refer Clause 4.3)</p> <p>The Contractor shall deliver his health and safety plan, complete with Risk Assessment, in terms of Regulation 5(1) of the Construction Regulations (2014).</p> <p>(ii) Initial Programme (Refer Clause 5.6)</p> <p>The Contractor shall deliver his Initial Programme of carrying out the Works.</p> <p>(iii) Security (Refer Clause 6.2)</p> <p>The Contractor shall submit a Performance Guarantee from an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to ten per cent (10%) of the Contract Sum. The wording of the Guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data.</p> <p>(iv) Insurance (Refer Clause 8.6)</p> <p>The Contractor shall submit a "Letter of Confirmation" from the approved Insurance Company certifying that:</p> <p>a) that the applicable Contractor complies in full with all the requirements and stipulations of Clause 8.6 of the Conditions of Contract, as amended in the Contract Data and,</p> <p>b) the Insurance Company will immediately notify the Employers Agent of any changes or amendments to the policy / policies and,</p> <p>c) the Insurance Company will immediately notify the Employers Agent of any non-payment or default relating to the premiums and or policy / policies and,</p> <p>d) the Insurance Company will immediately notify the Employers Agent should any of the applicable insurances expire or be cancelled before the issue of the "Certificate of Completion" or the "Final Approval Certificate", as the case may be."</p>
5.3.2	The documentation shall be submitted within 14 days from the Commencement Date.
5.3.3	<p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."</p>
5.4.1	<p>Between the wording "... Site," and "the location ...." In the third line, add the following:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"</p>
5.4.2	Access to and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information.

Clause	Description / Wording
5.6.1	The Contractor shall deliver his Works programme within fourteen (14) days after the Commencement Date.
5.8.1	<p>Delete the words “between sunset and sunrise” in the first line and replace with “outside normal working hours”.</p> <p>Non-working days are Saturdays and Sundays. Special non-working days are all applicable gazetted public holidays, election day of the local government elections and national elections (when applicable) and the year-end break.</p> <p>For the purposes of this Contract the year-end break shall be as declared by SAFCEC.</p> <p>The work done by the contractor should be done at hours of the day so as not to influence the normal operation of the existing infrastructure in any manner.</p>
5.8.3	<p>Add the following new Clause:</p> <p>“5.8.3</p> <p>The additional cost of supervision and monitoring by the Employers Agent or his representatives, outside non-working times, in accordance with Clause 5.8.1 shall be for the Contractor’s account.”</p>
5.12.2.2	<p>Add the following to Clause 5.12.2.2:</p> <p>The time period specified as the time for completion includes allowances for delays and days on which it is expected that work, on the critical path items of the Works, would be prevented due to normal weather conditions such as wind, rainfall or the subsequent waterlogged condition.</p> <p>Based on average weather conditions of wind, rain and sunshine the allowances are actual and consequential delays shall be as follows:</p> <ul style="list-style-type: none"> <li>• 3 working days per month for the months of December to February</li> <li>• 2 working days per month for the months of April, and August to November</li> </ul> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer’s Agent in writing. The submission shall be made within five calendar days of the resumption of work.</p> <p>The Employer’s Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>

Clause	Description / Wording
5.12.2.4	In the event of any disruption which is entirely beyond the Contractor's control, the only compensation will be under the rates tendered for under items 1.2.8 through to 1.2.11.
5.12.3	Delete the entire subclause 5.12.3.
5.12.5	<p><u>Add the following</u> to Clause 5.12</p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>
5.13.1	The penalty for failing to complete the Works is R5 000 per day.
5.14.1	The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
5.14.2	<p>Issue of Certificate of Practical Completion</p> <p>Replace "the Employer's Agent" in the second line with the following:</p> <p>", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</p>
5.14.4	<p>Add the following to Clause 5.14.4:</p> <p>"The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of the Certificate of Practical Completion.</p> <p>Should the Contractor fail to complete all the work so listed within the stated period of 21 days, the date of issue of the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such work."</p>
5.14.5.5	<p>Delete the contents of Clause 5.14.5.5 and replace with:</p> <p>"Insurance of the Works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data".</p>
5.16.3	The latent defect period is 10 years.
6.2.1	<p>Replace the wording "as selected" in Clause 6.2.1 with "as stated".</p> <p>The security to be provided by the Contractor shall be:</p> <ul style="list-style-type: none"> <li>• a Performance Guarantee of ten per cent (10%) of the Contract Sum, plus</li> <li>• Retention Money amounting to five per cent (5%) of the Contract Price.</li> </ul>

Clause	Description / Wording
	<p>Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3.</p> <p>The Performance Guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Performance Guarantee. A Retention Money Guarantee is permitted.</p> <p>The wording of the Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data</p> <p>The time to deliver the Performance Guarantee is within fourteen (14) days after the Commencement Date.</p>
6.2.2	<p>Replace the entire contents of Clause 6.2.2 with the following:</p> <p>“If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2.”</p>
6.2.3	<p>Replace the entire contents of Clause 6.2.3 with the following:</p> <p>“The Contractor shall ensure that the Performance Guarantee remains valid and enforceable until the issue of the Certificate of Completion.”</p>
6.5.1.2.3	<p>The percentage allowance shall be seven percent (7%).</p>
6.8.2	<p>Contract Price adjustment will not be applicable to this contract.</p>
6.8.3	<p>Price adjustments for variations in the costs of special materials are <u>not</u> allowed.</p>
6.10.1	<p>In subclause 6.10.1 delete "monthly".</p>
6.10.1.5	<p>The percentage advance on materials on site not yet built into the Permanent Works is 80%.</p>
6.10.1.9	<p><u>Add the following new clause:</u></p> <p>“The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided. In addition, a penalty for late submission of R1500.00 per day will be applicable for every day after the 5<sup>th</sup> working day of the subsequent month to the reporting month.”</p>
6.10.3	<p>Replace the entire contents of Clause 6.10.3 with the following:</p> <p>“Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the “retention money”), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the “Limit of retention money” stated in the Contract Data.”</p> <p>The percentage retention shall be ten per cent (10%) and the “Limit of retention money” shall be five per cent (5%) of the Contract Price, excluding Value Added Tax.</p>

Clause	Description / Wording
6.10.4	<u>Replace</u> the wordings “within 7 days” and “within 28 days” in Clause 6.10.4 with the wording “within 5 working days: and “within 30 days”.
6.10.6.2	<u>Replace</u> the contents of Clause 6.10.6.2 with the following:  “No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.”
6.11.1	Delete this clause.
7.8	The Defects Liability Period shall be twelve (12) months, measured from the date of Certificate of Completion.
7.2.1	Add the following at the end of Clause 7.2.1:  "Unless otherwise directed in writing by the Employers Agent, all materials for the Permanent Works shall be new and unused."
7.8.1	In subclause 7.8.1 delete the following:  "(fair wear and tear excepted)"
7.8.2.2	In sub-subclause 7.8.2.2 add the following:  ", subject to such work being done on a written instruction by the Employer’s Agent."
8.6  8.6.1	<u>Delete Clause 8.6. and replace with the following:</u>  Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Contractor shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site  <ul style="list-style-type: none"> <li>⇒ Contract Works Insurance (including SASRIA Insurance) and</li> <li>⇒ Public Liability (Third Party) Insurance</li> </ul> both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contact.  The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover:  <u>Section 1 – The Contract Works</u>  (a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein.

Clause	Description / Wording
	<p>“Temporary Works” shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which</p> <p>(i) do not comprise mobile plant,</p> <p>(ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or</p> <p>(iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature,</p> <p>to the extent that the value has been included in the Contract price.</p> <p>(b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above.</p> <p><u>Section 2 – Contract Liability</u></p> <p>Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract.</p> <p>THE SUMS INSURED/LIMIT OF LIABILITY</p> <p>Section 1 – CONTRACT WORKS</p> <p>(a) Property insured under Section 1(a) The Contract Works</p> <p>The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers’ agreement to amend these limits is obtained in writing.</p> <p>(b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every loss</p> <p>SECTION 2 - CONTRACT LIABILITY</p> <p>Limit of Indemnity R10 000 000 (Ten Million Rand) for any one occurrence or series of occurrences arising out of one event.</p> <p>The following Contracts are specifically included in the “blanket” cover arranged by the Contractor. The Contractor shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms &amp; Conditions of such policy with the Contractor in writing.</p> <ol style="list-style-type: none"> <li>1. Any Contract with a Contract Price at award of over R100,000,000</li> <li>2. Any Contract with a construction period at award exceeding 24 months</li> </ol>

Clause	Description / Wording																																												
	<p>3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months</p> <p>4. Any Contract involving</p> <p>4.1 Underground Mine or Colliery Working'</p> <p>4.2 Tunnelling</p> <p>4.3 Foul Berthing</p> <p>4.4 Stevedoring Work</p> <p>4.5 "Wet" work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water</p> <p>THE DEDUCTIBLES</p> <p>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</p> <p>(A) <u>STANDARD BUILDING CONTRACTS</u></p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">Description</th> <th colspan="2">Existing</th> <th colspan="2">Renewal</th> </tr> <tr> <th>Gross rate</th> <th>Excess</th> <th>Gross rate</th> <th>Excess</th> </tr> </thead> <tbody> <tr> <td>A1</td> <td>Contract Value up to R10M</td> <td>0.205%</td> <td>R 10,000</td> <td>0.205%</td> <td>R 10,000</td> </tr> <tr> <td>A2</td> <td>Contract Value above R10M up to R25M</td> <td>0.255%</td> <td>R15,000</td> <td>0.255%</td> <td>R15,000</td> </tr> <tr> <td>A3</td> <td>Contract Value above R25M</td> <td>0.255%</td> <td>R25,000</td> <td>0.255%</td> <td>R25,000</td> </tr> </tbody> </table> <p>(B) <u>CIVIL &amp; all other CONTRACTS</u></p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">Description</th> <th colspan="2">Existing</th> <th colspan="2">Renewal</th> </tr> <tr> <th>Gross rate</th> <th>Excess</th> <th>Gross rate</th> <th>Excess</th> </tr> </thead> <tbody> <tr> <td>B1</td> <td>Contract Value up to R1M</td> <td>0.350%</td> <td>0.25% of claim minimum R10 000</td> <td>0.350%</td> <td>R 10,000</td> </tr> </tbody> </table>		Description	Existing		Renewal		Gross rate	Excess	Gross rate	Excess	A1	Contract Value up to R10M	0.205%	R 10,000	0.205%	R 10,000	A2	Contract Value above R10M up to R25M	0.255%	R15,000	0.255%	R15,000	A3	Contract Value above R25M	0.255%	R25,000	0.255%	R25,000		Description	Existing		Renewal		Gross rate	Excess	Gross rate	Excess	B1	Contract Value up to R1M	0.350%	0.25% of claim minimum R10 000	0.350%	R 10,000
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Rate : 1.00%																				
8.6.2	The Contractor will pay all premiums in connection with the insurance affected by the Contractor.																			

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

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

Clause	Description / Wording
	<p>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the Due Completion Date.</p>
10.3.2	Dispute resolution shall be by amicable settlement.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
10.11	<p>Add the following additional clause:</p> <p>"Details to be confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent."</p>

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**PART 2 : DATA PROVIDED BY THE CONTRACTOR**

Clause	Description												
1.2	The Contractor is: ..... Address..... Telephone..... Facsimile.....												
1.1	The authorised and designated representative of Contractor is:  Name.....												
5.4.1	The address for receipt of communications is:  Telephone: ..... Facsimile: .....  Address (Postal) : ..... Address (Physical) : ..... ..... .....  E-mail address: .....												
10.2	The period of performance will be determined by the completion date of the contract												
9.1	The key persons and their jobs / functions in relation to the services are:  <table border="0"> <thead> <tr> <th data-bbox="387 1384 794 1420">Name</th> <th data-bbox="794 1384 1524 1420">Specific Duty</th> </tr> </thead> <tbody> <tr> <td data-bbox="387 1473 794 1496">.....</td> <td data-bbox="794 1473 1524 1496">.....</td> </tr> <tr> <td data-bbox="387 1563 794 1585">.....</td> <td data-bbox="794 1563 1524 1585">.....</td> </tr> <tr> <td data-bbox="387 1653 794 1675">.....</td> <td data-bbox="794 1653 1524 1675">.....</td> </tr> <tr> <td data-bbox="387 1742 794 1765">.....</td> <td data-bbox="794 1742 1524 1765">.....</td> </tr> <tr> <td data-bbox="387 1832 794 1854">.....</td> <td data-bbox="794 1832 1524 1854">.....</td> </tr> </tbody> </table>	Name	Specific Duty	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Name	Specific Duty												
.....	.....												
.....	.....												
.....	.....												
.....	.....												
.....	.....												

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**C1.3: PERFORMANCE GUARANTEE**

**GUARANTOR DETAILS AND DEFINITIONS**

**“Guarantor”** means:

.....

Physical address:

.....

**“Employer”** means: **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**“Contractor”** means:

.....

**“Employer’s Agent”** means: **LA Consulting Engineers**

**“Works”** means:

.....

**“Site”** means:

.....

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

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

.....

Amount in words:

.....

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

.....

Amount in words:

.....

**“Expiry Date”** means:

.....

## CONTRACT DETAILS

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

## PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee; and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and / or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience, and shall not be construed as any intention whatsoever to create an accessory obligation, or any intention whatsoever to create a suretyship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issued by the Employer to the Contractor, stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract; and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address, with a copy to the Contractor, stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1; and the sum certified has still not been paid.
  - 4.3. A copy of the aforesaid payment certificate, which entitles the Employer to receive payment in terms of the Contract, of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance, upon receipt of a first written demand (from the Employer to the Guarantor) at the Guarantor's physical address, calling up this Performance Guarantee, in which such demand states that:
  - 5.1. the Contract has been terminated due to the Contractor's default, and that this Performance Guarantee is called up in terms of 5; or

- 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor, and that the Performance Guarantee is called up in terms of 5; and
- 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and / or the provisional / final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5, shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate, submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended, and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days, upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his / her affairs with the Contractor in any manner which the Employer may deem fit; and the Guarantor shall not have the right to claim his / her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act (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.

Signature(s) .....  
 Name(s) .....  
 Capacity .....



for

the

**Tenderer**

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

Name and signature  
of witness .....

Date .....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/203**

**C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**AGREEMENT MADE AND ENTERED INTO BETWEEN SARAH BAARTMAN MUNICIPALITY (HEREINAFTER CALLED THE “EMPLOYER”) AND**

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

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

I, .....  
representing

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

**SIGNED BY/ON BEHALF OF CONTRACTOR – MANDATORY:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

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

**SIGNED BY/ON BEHALF OF SARAH BAARTMAN MUNICIPALITY:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer’s premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he / she, his / her employees, and any Sub-Contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment / machinery / articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and / or his / her employees  
and / or his / her Sub-Contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/203**

**C1.5: DISCLOSURE STATEMENT**

**PRO FORMA**

**DISCLOSURE STATEMENT**

Date: .....

Contract: .....  
(Name)

Contractor: .....  
(Name)

Employer: .....  
(Name)

Employers Agent:.....  
(Name)

Dear Sirs

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

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

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

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

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

Name in full: .....

Signature: .....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/203**

**C1.6: ADJUDICATION BOARD MEMBER AGREEMENT**

**PRO FORMA**

**ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

**Adjudication Board Member**

Name:.....

Physical  
Address:.....

Postal  
Address:.....

E-mail  
Address:.....

Facsimile  
Number:.....

Telephone  
Number:.....

Mobile  
Number:.....

**Contractor:**

Name:.....

Physical  
Address:.....

Postal  
Address:.....

E-mail  
Address:.....

Facsimile  
Number:.....

Telephone  
Number:.....

Mobile  
Number:.....

**Employer:**

Name:.....

Physical Address:.....

Postal Address:.....

E-mail Address:.....

Facsimile Number:.....

Telephone Number:.....

Mobile Number:.....

The Contractor and the Employer will hereinafter be collectively referred to as the Parties. The Parties entered into a Contract for

..... (Name of project)

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

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

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employers Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board’s duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
  - a. A monthly retainer of ..... (amount) for ..... (number) of

months, and/or

- b. A daily fee of ..... (amount) based on a ..... (number) hour day, and/or
  - c. An hourly fee of ..... (amount), and/or
  - d. A non-recurrent appointment fee of ..... (amount) which shall be accounted for in the final sums payable
8. The Adjudication Board Member’s expense incurred in adjudication work shall be reimbursed at cost.

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

This Agreement is entered into by:

Contractor’s signature: .....

Contractor’s name: .....

Place: .....

Date: .....

Employer’s signature: .....

Employer’s name: .....

Place: .....

Date: .....

Adjudication Board Member’s signature: .....

Adjudication Board Member’s name: .....

Place: .....

Date: .....

**\* Delete the inapplicable party**



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**PART C2: PRICING DATA**

- C2.1 Pricing Instructions**
- C2.2 Bill of Quantity**
- C2.2 Summary Page of Bill of Quantity**

## C2.1 : PRICING INSTRUCTIONS

### C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

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

C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.

C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**

C2.1.1.12 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	Millimetre	h	hour
m	Metre	kg	kilogram
km	kilometre	t	ton (1 000kg)
m <sup>2</sup>	square metre	No	Number
m <sup>2</sup> .p ass	square metre- pass	Sum	Lump Sum
ha	hectare	MN	MegaNewton
m <sup>3</sup>	cubic metre	MN.m	MegaNewton- metre
m <sup>3</sup> .k m	cubic metre- kilometre	PC Sum	Prime Cost Sum
ℓ	Litre	Prov Sum	Provisional Sum
kℓ	kilolitre	Lab.month	Labourer.Month
MPa	Mega Pascal	%	per cent (percentage)
Mℓ	Mega litre	kW	kilowatt

C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

**NOTE: CORRECTION OF ENTRIES MADE BY TENDERER**

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

**C2.2: BILL OF QUANTITIES**

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	SABS 1200 A 1200 AB PSA-PSAB	<b>SECTION 1 : PRELIMINARY AND GENERAL</b> <b>FIXED CHARGE ITEMS</b>				
1.1	8.3.1	<b>Contractual requirements</b>	Sum	1		
1.2	8.3.2	<b>Establishment of facilities on site:</b> <u>Facilities of Employer's Agent (SABS 1200 AB)</u>				
	PSAB 1	a) Offices	Sum	1		
		b) 1 x Contract nameboards	No.	2		
		c) Board room	Sum	1		
		d) Electricity and lighting	Sum	1		
		e) Ablutions	Sum	1		
		f) Heating / cooling	Sum	1		
		g) Furniture, fridge, printer/copier/scanner/fax	Sum	1		
		h) Parking	Sum	1		
	PSAB 2&3	i) Survey equipment	Sum	1		
1.3	8.3.2.2	<b>Facilities for the Contractor</b>				
		a) Office and storage sheds	Sum	1		
		b) Workshop	Sum	1		
		c) Laboratories	Sum	1		
		d) Living accommodation	Sum	1		
		e) Ablution and latrine facilities	Sum	1		
		f) Tools and equipment	Sum	1		
		g) Water supplies, electricity and communication	Sum	1		
		h) Dealing with water	Sum	1		
		l) Access	Sum	1		
		j) Plant	Sum	1		
1.4	8.3.3	<b>Other fixed obligations</b>				
1.4.1		Contractor to state additional items;				
		(a)	Sum	1		
		(b)	Sum	1		
		(c)	Sum	1		
1.5	APP B	<b>Health and Safety Obligations</b>				
1.5.1		Preparation of Contractor's Project Specific Health and Safety Plan	Sum	1		
1.5.2		Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Sum	1		
1.5.3		Cost of Medical Surveillance				
		a) Initial (baseline) medical examinations, including audiometric and lung function testing.	No.	20		
		b) Exit Examinations	No.	20		
1.5.4		Air quality monitoring	No.	20		
		Environmental Monitoring				
		a) Air quality monitoring	No.	3		
		Compliance with Amendment of the Occupational Exposure Control Limit for Silica in Table 1 of the Hazardous Chemical Substances Regulations (February 2010)				
		b) 2) Analysing samples	No.	5		
		e) 3) Tests on Workers	No.	10		
1.5.5		a) Establishment of noise levels	No.	3		
1.5.6		Provision of First Aid Boxes	sum	1		
1.6		<b>Environmental Management Obligations</b>				
1.6.1	App. C	Fixed obligations for complying with the requirements of the EMPr.	Sum	1		
1.7		<b>De-establishment</b>				
1.7.1	8.3.4	Removal of site establishment on Completion of the Works	Sum	1		
<b>Total Section 1 Carried Forward to Summary</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	SABS 1200	<b>SECTION 2 : TIME RELATED ITEMS</b>				
	A & B					
2.1	8.4.1	<b>Contractual requirements</b>	Sum	1		
2.2	8.4.2	<b>Operation and maintenance of facilities on site.</b>				
2.3	8.4.2.1	<b>Facilities for the Employer's Agent for the duration of Construction (SABS 1200 AB)</b>				
		a) Offices	Sum	1		
		b) 2 x Contract nameboards	Sum	1		
		c) Board room	Sum	1		
		d) Electricity and lighting	Sum	1		
		e) Ablutions	Sum	1		
		f) Heating / cooling	Sum	1		
		g) Furniture, fridge, printer/copier/scanner/fax	Sum	1		
		h) Parking	Sum	1		
		i) Survey equipment	Sum	1		
2.4	8.4.2.2	<b>Facilities for the contractor for the duration of Construction (SABS 1200 AB)</b>				
		a) Offices and storage sheds	Sum	1		
		b) Workshops	Sum	1		
		c) Laboratories	Sum	1		
		d) Living accommodation	Sum	1		
		e) Ablution and latrine facilities	Sum	1		
		f) Tools and equipment	Sum	1		
		g) Water supplies, electricity and communication	Sum	1		
		h) Dealing with water	Sum	1		
		l) Access	Sum	1		
		j) Plant	Sum	1		
2.5	8.4.3	<b>Supervision for the duration of the contract.</b>	Sum	1		
2.6	8.4.4	<b>Company and Head Office overhead costs for the duration of the contract</b>	Sum	1		
2.7	8.4.4	<b>Other time related obligations</b>				
		<u>Contractor to state additional items:</u>				
		(a) .....	Sum	1		
		(b) .....	Sum	1		
		(c) .....etc.	Sum	1		
2.8	APP B	<b>Health and Safety Obligations</b>				
		Contractor's time related obligations in respect of				
		a) the Occupational Health and Safety Act and Construction Regulations	Month	12		
		Provision of all PPE required to carry out the works				
		b) for the duration of the project (includes any losses, damage, theft etc.).	Month	12		
		Provision of full time Construction Health and Safety Officer	Month	12		
		d) Payment for Health and Safety Representatives at meetings	Prov. Sum	1	R 120 000.00	R 120 000.00
		e) Transportation of Workers	Prov. Sum	1	R 120 000.00	R 120 000.00
		f) Overheads, charges and profit on item c & d above	%	240 000.00		
		Penalties for non-conformances	No.			
2.9	App. A	<b>Environmental Management Obligations</b>				
		Time related obligations for complying with the requirements of the EMPr	Month	12		
2.9.1		Penalties for non-conformances (R1 000 per occurrence)	No.			
2.9.2						
2.10	8.4.5	<b>Provisional Sums</b>				
2.10.1		<u>Community Liaison Officer</u>				
		a) Remuneration for the Community Liaison Officer	Prov. Sum	1	R 150 000.00	R 150 000.00
		b) Remuneration for the Social Facilitator	Prov. Sum	1	R 300 000.00	R 300 000.00
		c) Overheads, charges and profit on item a&b above	%	450 000.00		
<b>Total Carried Forward to Next Page</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward From Previous Page</b>						<b>R</b>
2.10.2		<u>Accommodation &amp; Communications for Employer's Agent</u>				
		a) Accommodation for the Employer's Agent's Site staff	Prov. Sum	1	R 100 000.00	R 100 000.00
		b) Cell phone calls while on site	Prov. Sum	1	R 9 000.00	R 9 000.00
		c) Overheads, charges and profit on item (a) & (b) above	%	109 000.00		
2.10.3	C3.5.1.4.2	<u>Acceptance Testing by the Employer's Agent</u>				
		a) Acceptance testing as ordered in writing by the Employer's Agent	Prov. Sum	1	R 50 000.00	R 50 000.00
		b) Overheads, charges and profit on item (a) above	%	50 000.00		
2.10.4	8.8.4	<u>Existing Services</u>				
		a) Detection using specialised equipment and relocation / modification of existing services	Prov. Sum	1	R 100 000.00	R 100 000.00
		b) Overheads, charges and profit on item (a) above	%	100 000.00		
2.10.5	App C	Employment and Management of EME /QSE				
2.10.5.1	C10.3	Management of EMEs / QSEs	month	12		
2.10.5.2	C10.4	Third Party Management support provided by the Employer through the Employer's Agent for the duration of the contract	Prov. Sum	1	R600 000.00	R 600 000.00
2.10.5.3	C10.5	Overheads, charges and profit on item C10.4 above	%	600 000.00		
2.10.5.4	C10.6	Provisional Sum for the Variation in Rates	Prov. Sum	1	R600 000	R 600 000.00
<b>Total Section 2 Carried Forward to Summary</b>						<b>R</b>



ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3</b>	1200 A	<b>SECTION 3 : DAYWORKS</b>				
<b>3.1</b>	8.4.7	<b>Construction Plant</b> (Wet rates tendered shall be tendered and shall include all on-costs, including supervision)				
3.1.1		Tipper Truck ( 10 m <sup>3</sup> )	hr	40		
3.1.2		Rubber tyred front end loader min 90kw	hr	20		
3.1.3		Tractor Loader Backhoe (min. 45 kW)	hr	40		
3.1.4		Grader (140G)	hr	20		
3.1.5		Pneumatic Roller (min 18 ton)	hr	20		
3.1.6		Vibrating roller (min 10 ton)	hr	20		
3.1.7		Pedestrian type vibrating roller (Bomag BW65H or equivalent)	hr	20		
3.1.8		Flatbed Truck (8 ton) with crane capacity (Min 3 ton with 4m reach)	hr	20		
3.1.9		Truck (3 ton with dropsides)	hr	20		
3.1.10		Water Cart (min 10 000 litres with spraybar)	hr	40		
3.1.11		Light delivery vehicle	hr	40		
3.1.12		Breakers and compressor combination	hr	20		
3.1.13		Revolving drum type concrete mixer - minimum capacity 350 L	hr	20		
3.1.14		AVR Generator with Small tools	hr	20		
3.1.15		150mm submersible water pump	hr	40		
3.1.16		Pressure jet cleaning of pipes	hr	60		
<b>3.2</b>	8.4.7	<b>Labour</b>				
3.2.1		Artisan	hr	40		
3.2.2		Forman	hr	40		
3.2.3		Ganger	hr	40		
3.2.4		General Worker	hr	90		
<b>3.3</b>	8.4.5	<b>Materials</b>				
3.3.1		Additional Materials ordered by the Employer's Agent.	Prov. Sum	1	R 140 000.00	R 80 000.00
3.3.2		Contractors mark up on item 3.3 (a) above	%	140 000.00		
<b>Total Section 3 Carried Forward to Summary</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4	1200 A PSA 7	<b>SECTION 4 : TEMPORARY WORKS:</b>				
4.1	8.8.1	<b>Main Access Road to Works</b>	Sum	1		
4.2	8.8.2	<b>Dealing with traffic</b>	Sum	1		
4.3	8.8.4	<b>Existing services:</b>				
4.3.1		c) Excavate by hand in soft material to expose any existing services	m <sup>3</sup>	50		
4.3.2		d) Temporary protection of existing services exposed in (c) above	No.	40		
		Flagmen	day	2 496		
		Stop go control per day	day	1 248		
<b>Total Section 4 Carried Forward to Summary</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5	1200 C PSC	<b>SECTION 5 : SITE CLEARANCE</b>				
5.1	8.2.1 / PSC	<b>Clearing and Grubbing: (for roads, pipelines, channels and berms)</b>	Ha	1		
5.2	8.2.2	<b>Removal of trees:</b>				
5.2.1		Remove and grub large trees and tree stumps of girth				
		a) 1 to 2m	No.	1		
		b) 2 to 3m	No.	2		
5.3	8.2.10	<b>Remove Topsoil to a Nominal Depth of 150mm (only where ordered)</b>				
		a) and stockpile	m <sup>3</sup>	20		
		b) and spoil	m <sup>3</sup>	20		
5.4		<b>Breaking and disposal of existing items</b>				
5.4.1	8.2.11 PSC	Breaking and disposal of existing bituminous surfacing	m <sup>2</sup>	32 084		
5.4.2	8.2.12 PSC	Breaking and disposal of existing unreinforced concrete	m <sup>3</sup>	20		
5.4.3	8.2.13 PSC	Breaking and disposal of existing reinforced concrete	m <sup>3</sup>	20		
5.4.4	8.2.14 PSC	Breaking and disposal of existing masonry structures	m <sup>3</sup>	5		
5.4.5	8.2.15 PSC	Breaking and disposal of existing concrete pipes (up to 600mm dia.)	m	5		
5.5	PA	<b>Trimming of the Site</b>				
5.5.1	PA 9	Trimming of the site complete in terms of Particular Specification PA	Sum	1		
<b>Total Section 5 Carried Forward to Summary</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
6	SANS 1921-5 2004	<b>SECTION 6 : TRENCH EXCAVATIONS AND BACKFILL</b>				
6.1	SABS 1200	Excavation in all materials for trenches, backfilling with selected material and compaction to densities for areas subject to Traffic loads, and disposal of surplus / unsuitable material.				
6.1.1	DB, PSDB	<i>For subsoil drain 0.5 wide</i>				
6.1.1.1	DB 8.3.2(a) & PSDB 9	0,0 to 1,5 m deep	m	440		
6.1.1.2		1,51 to 2,0 m deep	m	60		
6.1.1.3		2,01 to 2,5 m deep	m	20		
		<i>For Stormwater drain 1.2 wide</i>				
		0,0 to 1,5 m deep	m	20		
		1,51 to 2,0 m deep	m	10		
		2,01 to 2,5 m deep	m	5		
6.2	DB 8.3.2	<b>(b) Extra over Item 6.1 above for</b>				
6.2.1		Hard Rock excavation	m <sup>3</sup>	20		
6.4	8.3.3.3 / PSDB 7	<b>Compaction in road reserves (only where ordered)</b>	m <sup>3</sup>	300		
6.6	DB 8.3.2(a) PSD 8 & 15	<b>Excavation and Trimming for Stormwater Berms and Channels</b>				
6.6.1		Excavate in all material and dispose of surplus material	m <sup>3</sup>	240		
<b>Total Section 6 Carried Forward to Summary</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7	SABS 1200DA	<b>SECTION 7 : STORMWATER DRAINAGE</b>				
7.1	SABS 1200 LB, 1200 LE, 1200 DK	<b>Stormwater : Pipe Culverts</b>				
7.1.1	PSLB 5&6, PSLE 7	Supply, lay on a Class C bed (selected granular material from trench excavations or other excavations within 500m), and join stormwater pipes including for cutting ends at structures as per manufacturers specification:				
7.1.1.1		a) 450mm nom concrete. Class 100D	m	40		
7.2		<b>Manholes, Inlets and Catchpits as per Standard Details</b>				
7.2.1.		Construction of catchpits on concrete channels including transitions upstream and downstream				
7.2.1.1		Type A - Single Inlet	No.	3		
7.2.1.3		Extra over item 7.2.1.1 to 7.2.1.2 for variation in depth of catchpits from standard 1,5m deep:	m	200		
7.2.2.		Construction of manholes up to 1,5m deep				
7.2.2.1		Type C - Manholes	No.	1		
7.2.2.2		Extra over item 7.2.2.1 for variation in depth of manholes	m	1		
7.3	PSLE 8 8.2.8 (d)	<b>Headwalls as per detail Drawing</b>				
7.3.1		Construction of cement brick headwall complete with re-enforcement to bases and splitter blocks, to take up to 375 mm nominal dia SW pipe	No	1		
7.4	SABS 1200 DK	<b>Pitching</b>				
7.4.1	8.2.5	Medium grouted wire stone pitching for all slopes	m <sup>2</sup>	60		
7.5		<b>Remedial Work to Existing Lined Channels</b>				
7.5.1		Carry out remedial work to existing concrete lined (a) channels under the direction of the Employer's Agent	Prov. Sum	1	R 60 000.00	R 60 000.00
7.5.2		(b) Overheads, charges and profit on item (a) above	%	60 000.00		
7.6	SABS 1200 A	Provisional sum to refurbish existing stormwater systems				
7.6.1	8.5	Provisional sum to refurbish existing stormwater systems	Prov. Sum	1	R 80 000.00	R 80 000.00
7.6.2		Overheads, charges and profit on item 7.6.1 above	%	80 000.00		
7.7	<b>SABS 1200 LE, PSLE 1/2</b>	<b>Subsoil Drains</b>				
7.7.1		Supply and install approved subsoil drains: 1.2m deep Min 210g/m <sup>2</sup> non-woven needle punched A4 (U24) Geo-pipe, 70% perforations, 110mm dia uPVC DN3 Flownet drainage core or PA Fin Drain 1000 mm high	m	520		
7.7.2		Rodding eyes to be provided as per dwg 202 At 30m centre	No.	18		
7.8	<b>SANS 1200 D</b>	<b>SECTION 6 : GABIONS AND PITCHING</b>				
7.8.1	<b>8.3.1</b>	<b>Earthworks</b>				
7.8.1.1	8.3.3	Clear and strip site	m <sup>2</sup>	75		
7.8.1.2		Restricted Excavation				
<b>Total Section 7 Carried Forward to Next Page</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Section 7 Brought Forward From Previous Page</b>						<b>R</b>
7.8.1.3	PSMK 10	a) Excavate to spoil in all materials for base of gabions and mattresses	m3	20		
7.8.1.4	SANS 1200 DK	Trimming of excavations and surface preparation: (a) Soft material	m2	75		
<b>7.8.2</b>	<b>5.2.2.1</b>	<b>Gabions and Pitching inclusive of rock, assembly and filling and backfilling</b>				
7.8.2.1		Gabions baskets: 0.5 PVC coating 2.7mm Class A Galv. 80 X 100 mesh with 3.4 salvage, 2 X1.0 X1.0 m	m3	30		
7.8.2.2	8.2.3	Mattresses: 0.5 PVC coating 2.7mm Class A Galv. 80 X 100 mesh with 3.4 salvage with lids inclusive of rock assembly, and filling 3.0 X 1.0 X 0.3	m3	20		
7.8.2.3	8.2.4	Extra-over 8.2.2 for packing selected stone for exposed face	m2			
7.8.4		<b>Geotextile</b> Min 210g/m2 non-woven needle punched A4 (U24)	m2	160		
<b>Total Section 7 Carried Forward to Summary</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>8</b>	SABS 1200 D, MM, ME, MJ	<b>SECTION 8 : ROADWORKS</b>				
<b>8.1</b>	SABS 1200 DM, PSDM	<b>Earthworks (roads, subgrade)</b>				
8.1.1	8.3.3	<u>Treatment of Road-bed</u>				
8.1.1.1		(a) Road-bed preparation and compaction of material to				
8.1.1.1.1		(2) Minimum of 95% Mod AASHTO Density (150mm)	m <sup>3</sup>	4 813		
<b>8.2</b>	8.3.4	<b>Cut to fill</b>				
8.2.1		(a) Cut to fill Compact to 95% of modified AASHTO density.	m <sup>3</sup>	50		
8.2.2		(b) layerworks sources minimum G7 natural gravel and compact to 95% of modified AASHTO density.	m <sup>3</sup>	50		
<b>8.3</b>	8.3.5	<b>Selected layers:</b>				
8.3.1		Selected layer from recovered material on site and compacted to 95% modified AASHTO density achieving a CBR of ≥ 15 (G7 classification)	m <sup>3</sup>	500		
<b>8.4</b>	8.3.6	<b>Extra-over item 8.2 for excavating and breaking down</b>				
8.4.1		(b) Hard Rock excavation	m <sup>3</sup>	25		
<b>8.5</b>	8.3.7	<b>Cut to spoil / stockpile between kerbing</b>				
8.5.1		(a) Soft excavation	m <sup>3</sup>	4 813		
8.5.2		(c) Hard excavation	m <sup>3</sup>	25		
<b>8.6</b>	PSDM 3	<b>Unsuitable material:</b>				
8.6.1		Undercut unsuitable material to a maximum depth of 1m max. in restricted areas and spoil material	m <sup>3</sup>	30		
8.6.2		Extra over item 8.6.1 for: Backfill undercut areas with selected material from recovered material from site	m <sup>3</sup>	30		
<b>8.3</b>	8.3.5	<b>Re-gravelling</b>				
8.3.1		Extra over 8.5.1 Construct gravel wearing course from material excavated from road and compacted to 95% modified AASHTO density achieving a CBR of ≥ 22 (G6 classification)	m <sup>3</sup>	400		
<b>8.7</b>	1200 ME & PSME	<b>Subbase</b>				
8.7.1	8.3.2	Construct 150mm subbase layer for roadworks from recovered material from existing layerworks and compacted to 97% Mod AASHTO Density	m <sup>3</sup>	100		
8.7.2	8.3.3	Construct 150mm subbase layer for roadworks with G2 material from commercial sources and compacted to 97% Mod AASHTO Density	m <sup>3</sup>	4 713		
<b>8.8</b>	SABS 1200 MJ, PSMJ	<b>Segmented Paving</b>				
	8.2	Construction of Paving Complete for the following paver types:				
8.8.1		<b>Roadworks and parking in herringbone pattern</b>				
8.8.1.1	PSMJ 5	Construct 80mm 40 / 2.6 Type S-A interlocking CBP (grey) complete as per PSMJ 5 to roads	m <sup>2</sup>	32 084		
8.8.1.2	PSMJ 5	Construct 60mm 40 / 2.6 Type S-A interlocking CBP (grey) complete as per PSMJ 5 to side walks	m <sup>2</sup>	2 162		
<b>Amount Carried Forward</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Amount Brought Forward</b>						<b>R</b>
<b>8.9</b>	<b>SABS 1200 MM</b>	<b>Ancillary Roadworks</b>				
8.9.1	8.3.6	<u>Permanent Road Signs</u>				
8.9.1.1		a) Statutory Signs, Supplied and Erected Complete with underside of sign 2.1m above ground level.	No	20		
8.9.1.2		b) Stop sign R1, Regular octagonal breadth 914 mm, side lengths 381 mm with white reflectorized border and legend, red reflectorized background and letters, series C	No	52		
8.9.1.3		c) Yield sign R2, Triangular with side lengths 914 mm outer triangle red reflectorized and closed triangle blue reflectorized	No	4		
		e) Speed limit Sign, 600 R201-40	No	10		
		f) Street Name Sign as per detail drawing	No	52		
8.9.2	8.4	<u>Road Markings (Prov. Quant).</u>				
8.9.2.1	8.4.1	Thermoplastic paint with glass beads as per PSMM 5, 7,				
		(a) White lines (unbroken) 100mm wide	km	1		
		(b) Yellow lines (unbroken) 100mm wide	km	0		
		(c) White lines characters and symbols	m <sup>2</sup>	20		
		(d) Yellow lines characters and symbols	m <sup>2</sup>	4		
		(e) Traffic island markings (any colour)	m <sup>2</sup>	15		
8.9.3	8.4.4	<u>Setting out / Premarking</u>				
		(a) Lines	km	1		
		(b) Special markings - including islands, lettering, symbols and characters	No.	52		
<b>8.10</b>	<b>SABS 1200 ME, PSME</b>	<b><u>Sidewalks</u></b>				
8.10.1	8.3.2	Construct 150mm subbase layer for sidewalk from recovered material from existing layerworks and compacted to 97% Mod AASHTO Density	m <sup>3</sup>	289		
8.10.2	8.3.3	Construct 150mm subbase layer for sidewalk with G4 material from commercial sources and compacted to 97% Mod AASHTO Density	m <sup>3</sup>	100		
	8.2.1	Guardrails on timber posts:	m	400		
	<b>8.2.3</b>	End units:				
		.01 Galvanised end wings	No.	10		
	<b>8.2.5</b>	Reflector plates	No.	100		
<b>Total Section 8 Carried Forward to Summary</b>						<b>R</b>



ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
9	SABS 1200 LB, PSLB 7	<b>SECTION 9 : BEDDING</b>				
9.1	8.2.2	<b>Supply only of bedding by importation</b>				
9.1.1	8.2.2.1	<u>From other necessary excavations (provisional)</u>				
9.1.1.1	PSLB 2	(a) Selected granular material (cradle)	m <sup>3</sup>	5		
9.1.1.2		(b) Selected fill material (blanket)	m <sup>3</sup>	20		
9.1.2	8.2.2.3	<u>From commercial sources (provisional)</u>				
9.1.2.1		(a) Bedding cradle				
9.1.2.1.1		13 mm stone aggregate from commercial quarry	m <sup>3</sup>	10		
9.1.2.1.2		Free draining course filter/river sand for subsoil fill	m <sup>3</sup>	312		
9.1.2.2		(b) Bedding blanket				
9.1.2.2.1		Free draining course filter/river sand	m <sup>3</sup>	260		
<b>Total Section 9 Carried Forward to Summary</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>10</b>	<b>SABS 1200 MK PSMK</b>	<b><u>SECTION 10 : KERBING AND CHANNELLING</u></b>				
<b>10.1</b>		<b>Concrete Kerbing - Straight and radii over 20m</b>				
10.1.1		Supply and lay fig. 12 precast concrete kerbing on a class 20/19 concrete based and including continuous haunching as per detail drawing, Detail A	m	2 162		
		Supply and lay fig. 8A precast concrete kerbing on a class 20/19 concrete based and including continuous haunching as per detail drawing, Detail A	4	2 162		
	<b>PSMK4 / 8</b>	Cast in-situ channels in 2m sections as per drawings	m	4 392		
<b>10.2</b>		<b>Extra over item 11.1 for curved kerbing radii less than</b>				
10.2.1		Up to 4 m	m	60		
10.2.2		4m to 20m	m	880		
<b>10.3</b>	8.2.7	<b>Concrete lined drains</b>				
10.3.1	8.2.7	Trimming of Excavations for natural lined drains in:				
10.3.1.1		(a) Soft material	m <sup>2</sup>	1 100		
		Concrete drains	m <sup>3</sup>	180		
10.4.1	8.2.5	Medium grouted wire stone pitching for all slopes	m <sup>2</sup>	200		
<b>10.4</b>	8.2.14	<b>Concrete cut-off beams</b>				
10.4.1		a) Cast in-situ concrete cut-off beams as per detail drawing	m	30		
<b>Total Section 10 Carried Forward to Summary</b>						<b>R</b>

ITEM	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11	1200 A App. F 8.5	<b>SECTION 11 : TRAINING AND DEVELOPMENT</b>				
11.1		<b>Sums Provisionally Stated by the Employer's Agent</b>				
11.1.1		Provision of Accredited Training				
11.1.1.1	F3.1.1	Conducting of skills audit and the development of a training plan	Prov. Sum	1	R 30 000.00	R 30 000.00
11.1.1.2	F3.1.2	Overheads, charges and profit on item 12.1.1.1	%	30 000.00		
11.1.1.3	F5.1.3	Presenting accredited training course for Local Labour/EME/QSEs	Prov. Sum	1	R 200 000.00	R 200 000.00
11.1.1.4	F5.1.4	Overheads, charges and profit on item 12.1.1.3	%	200 000.00		
11.1.1.5	F5.1.5	Provision of a training venue	Prov. Sum	1	R 30 000.00	R 30 000.00
11.1.1.6	F5.1.6	Overheads, charges and profit on item 12.1.1.5	%	30 000.00		
<b>Total Section 11 Carried Forward to Summary</b>						<b>R</b>

**C2.3: SUMMARY PAGE OF BILL OF QUANTITIES**

SECTION	DESCRIPTION	AMOUNT						
1	SECTION 1 : PRELIMINARY AND GENERAL							
2	SECTION 2 : TIME RELATED ITEMS							
3	SECTION 3 : DAYWORKS							
4	SECTION 4 : TEMPORARY WORKS:							
5	SECTION 5 : SITE CLEARANCE							
6	SECTION 6 : TRENCH EXCAVATIONS AND BACKFILL							
7	SECTION 7 : STORMWATER DRAINAGE							
8	SECTION 8 : ROADWORKS							
9	SECTION 9 : BEDDING							
10	SECTION 10 : KERBING AND CHANNELLING							
11	SECTION 12 : TRAINING AND DEVELOPMENT							
<b>SUB TOTAL - A</b>								
<b>C10.1</b>	<table border="0"> <tr> <td>Mark-up on the Value of Work Carried out by EME/QSEs (30% of Sub total A)</td> <td align="right">Sub total A</td> <td align="right">% mark-up</td> </tr> <tr> <td></td> <td align="right">..... X 0.3</td> <td align="right">.....</td> </tr> </table>	Mark-up on the Value of Work Carried out by EME/QSEs (30% of Sub total A)	Sub total A	% mark-up		..... X 0.3	.....	
Mark-up on the Value of Work Carried out by EME/QSEs (30% of Sub total A)	Sub total A	% mark-up						
	..... X 0.3	.....						
<b>SUB TOTAL - B</b>								
add 10% contingencies								
<b>SUB TOTAL - C</b>								
ADD VALUE ADDED TAX								
<b>TOTAL</b>								

OFFER AMOUNT carried forward to form of offer R.....

Notes:

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

Signed ..... Date.....

Name ..... Position .....

Tenderer  
.....



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 60/2023**

**PART C3: SCOPE OF WORK**

**C3.1 Description of the Works**

**C3.2 Engineering**

**C3.3 Procurement**

**C3.4 Construction**

**C3.5 Management**

**C3.6 Annexures**

**Status**

In terms of the South African law the whole of the Contract is to be taken together, so as to give effect to every part, each clause helping to interpret the other.

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

- The Contract Agreement
- The Letter of Acceptance
- The Particular Conditions
- The General Conditions
- The Drawings
- The Schedules
- The Specification (Scope of Works)

## **C3.1: DESCRIPTION OF THE WORKS**

### **C3.1.1 EMPLOYER'S OBJECTIVES**

The stretch from M Street to Albert Street serves as a major collector for taxis and buses. Unfortunately, the current state of the road is marked by a deteriorating asphalt surface, and its varying widths, in some sections, fall short of the necessary dimensions for its designated road category. In response to this, the Sarah Baartman District Municipality has set a clear objective to rehabilitate the road with a block paving surface. The total length of the roads that will be rehabilitated is approximately 4.2 km with associated works.

Beyond the infrastructural improvements, the municipality is committed to fostering local economic development. In alignment with this, a key focus is placed on providing opportunities for local labour and Small, Medium, and Micro Enterprises (SMMEs), with a preference for their engagement. Based on the projected project cost, it is mandated that 30% of the project work be allocated to SMMEs. This condition is integral to the terms of the contract, underscoring the municipality's dedication to inclusivity and community-driven economic empowerment.

### **C3.1.2 OVERVIEW OF THE WORKS**

The Works comprises of the construction of approximately 4.2 km of roads in Makhanda Township in Makanda. The project starts at the intersection of Albert Road at Street A, crosses the R67 (Raglan Road), Albert Road intersects with Flirchart Street. and the project continues up the Eastern portion, into Nonzube Str, then M Street and Ncame, ending at the intersection with Sani Street at the cemetery.

- a) Establishment on site.
- b) The accommodation of traffic during construction.
- c) Clearing and grubbing and cleaning in the road reserve and of drainage channels.
- d) Rehabilitation and upgrading of existing road.
- e) Construction of subsoil drains
- f) Community and stake holder liaison.
- g) Site specific occupational health and safety precautions.

### **C3.1.3 EXTENT OF THE WORKS**

- Remove 1300m of kerbing and replace after road widening.
- Construction of a subgrade layer by removing existing 150 mm wearing course, ripping the existing in-situ material and compaction.
- Construction of a G2 Base Course with commercially imported material.
- Construction of gabion walls and reno mattresses.
- Construction of 800m guardrails
- Construction of concrete lined drains and subsoil drains.

### C3.1.4 LOCATION OF THE WORKS

M Street, Ncame Street and Albert Street are located in the suburb of Fingo in eastern part of the town of Makhanda in the Eastern Cape Province. The co-ordinates Road is 33°18'21.25"S and 26°32'35.72"E. The location of the site is indicated on the locality plan.

The project starts at the intersection of Albert Road and Street A, crosses the R67 (Raglan Road), Albert Road intersects with Flirchart Street. and the project continues up the Eastern portion, into Nonzube Str, then M Street and Ncame, ending at the intersection with Sani Street at the cemetery



### C3.14.1 SITE INFORMATION

The geotechnical information will be provided to the successful Tenderer.

### C3.1.5 TEMPORARY WORKS

Attached in the Annexures, the Site Survey Drawing indicates the locality of existing features. Contractor to investigate Site for any other services before excavation commences.

Temporary works expected during the implementation of the works include:

- All Site camp structures
- Search for, expose, protect and backfill existing services
- Permanent and temporary services relocations and bypasses
- Hoarding and barricading
- Demolition works (including blasting)
- Locating, working and rehabilitating local borrow pits, stockpiles and spoil areas
- Securing excavations from the risk of collapse (shoring and other measures)
- Motorised and non-motorised traffic accommodation
- Dealing with ground water



The requirements for each of these temporary works are included in the project specifications that follow. The requirements for the design and responsibility of temporary works are included in sub-clause 4.3.3 of the Contract Data.

### **C3.1.6 EXISTING SERVICES**

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

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

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

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

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

### **C3.1.8 ACCOMMODATION OF TRAFFIC**

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

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

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

It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority. Work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Saturday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Saturday, inclusive.

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

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

The Contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM).

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

## C3.2: ENGINEERING

### C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

#### Works designed by, per design stage:

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

### C3.2.2 DESIGN PROCEDURES

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

### C3.2.3 DRAWINGS

The drawings are listed under **Appendix B**.

## C3.3: PROCUREMENT

### **C3.3.1 PREFERENTIAL PROCUREMENT**

#### **C3.3.1.1 Requirements**

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

#### **C3.3.1.2 Resources Standards pertaining to targeted procurement**

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

### **C3.3.2 SUBCONTRACTING**

#### **C3.3.2.1 Scope of mandatory subcontract works**

In alignment with the Sarah Baartman District Municipality's (SBDM) commitment to the development of Exempted Micro-Enterprises and Qualifying Small Enterprises (EME/QSE), the Contractor is obligated to engage EMEs/QSEs for specific components of the project, as outlined in "The Employment and Management of EME/QSE Sub-Contractors" (found in Appendix C of this Tender Contract Document). The SBDM's target for EME/QSE participation is set at 30%.

To facilitate and enhance EME/QSE involvement, the Employer has made a provision for a Third-party management support agent, in accordance with the principles outlined in SANS 1921-4:2004 and Appendix C. This management support agent, acting through the Employer's Agent, will offer support services to the Main Contractor, aiding in the procurement and management of EME/QSEs with the aim of increasing the overall participation percentage. It is crucial to note that this arrangement does not absolve the Main Contractor of their responsibilities to independently procure and manage EME/QSEs as stipulated in the Contract.

#### **C3.3.2.2 Preferred subcontractors / suppliers**

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

#### **C3.3.2.3 Subcontracting procedures and attendance.**

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

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

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

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

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

### **C3.3.3 SANCTIONS**

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

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

Where D = tendered Contractor participation goal percentage.

D<sub>o</sub> = the Contract Participation Goal, which the Employer's Representative based on the credits passed, certifies as being achieved upon completion of the contract.

N<sub>A</sub> = Net Amount of the Tender

P = Rand value of penalty payable.

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

### **C3.3.4 MONITORING / REPORTING**

The reporting requirements below will be adhered to.

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

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

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

- a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis;
- b) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions;

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

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

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

### **C3.3.5 CONTRACTOR'S OBLIGATIONS**

#### **(1) Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times

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

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

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

Should an EME/QSE subcontractor be terminated, the Contractor shall replace such subcontractor with a local EE subcontractor listed on the Makana Local Municipality database.

#### **(2) Quality of Work and Performance of EE subcontractors**

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

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

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

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

### **C3.3.6 ISSUING OF COMPLETION CERTIFICATE**

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

### **C3.3.7 MEASUREMENT AND PAYMENT**

No additional payment will be made. The Contractor is to ensure all his cost are included in the payment items provided.

### **C3.3.8 Employment of Local Labour**

It is a requirement of the contract that all non-essential labour (unskilled and semi-skilled) be sourced locally (within the Makana Local Municipality), unless specific approval is granted in writing by the Employer's Agent. The Contractor will be responsible for liaising with the project social facilitator and Community Liaison Officer (CLO) regarding the selection and appointment of Local Labour. Appointment of Local Labour shall be carried out in terms of Government Gazette 18491 of 5 December 1997 as amended. Payment rates for all labour shall be at least in accordance with the Civil Engineering Industry minimum wage rates applicable to the nature of work performed by the labourer (See [www.labour.gov.za](http://www.labour.gov.za) or [www.safcec.co.za](http://www.safcec.co.za)).

Employment contracts shall be entered into with all employees. Copies of these contracts shall be made available to the Social Facilitator on request. It is the Contractor's responsibility to liaise with the necessary structures in sourcing and appointing labour.

No additional costs will be entertained as a result of the failure of the Contractor to follow necessary protocol and keep all stakeholders informed through the life cycle of the resource management process. Cost for sourcing, selecting, managing and payment of labour is included in the Contractor's rates for various items of work.

As part of the SBDM's objectives to develop its communities, provision has been made in the Bills of Quantities to carry out skills audits and provide accredited training to local labour and EMEs/QSEs. Specifications for the implementation and payment for training is included in Appendix F of the Contract Document.

## C3.4: CONSTRUCTION

### C3.4.1 WORKS SPECIFICATION

#### C3.4.1.1 Applicable SANS standards

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

#### C3.4.1.2 Other standards

Not applicable.

#### C3.4.1.3 Applicable national and international standards

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

1200 A	:	1986	:	General	
					Engineers Office
1200 AB	:	1986	:		
1200 C	:	1980	:	Site Clearance	
1200 D	:	1990	:	Earthworks	
1200 DA	:	1988	:	Earthworks (Small Works)	
1200 DB	:	1989	:	Earthworks (Pipe Trenches)	
1200 DK	:	1996	:	Gabions and Pitching	
1200 DM	:	1981	:	Earthworks (Roads Subgrade)	
1200 GA	:	1982	:	Concrete (Small Works)	
1200 GE	:	1984	:	Precast Concrete (Structural)	
1200 LB	:	1983	:	Bedding (Pipes)	
1200 LC	:	1981	:	Cable Ducts	
1200 LE	:	1982	:	Stormwater Drainage	
1200 M	:	1996	:	Roads (General)	
1200 MFL	:	1996	:	Base	
1200 MJ	:	1984	:	Segmented Paving	
1200 MK	:	1983	:	Kerbing and Channelling	
1200 MM	:	1984	:	Ancillary Roadworks	

C3.4.1.3.1 The term “project specifications” appearing in any of the SABS 1200 standardised specifications must be replaced with the terms “scope of work”.

C3.4.1.3.2 The variations and additions to the standard specifications listed in C3.4.1.2.1 are as follows:

1.	PSA	GENERAL	C3.13
2.	PSAB	EMPLOYER’S AGENT’S OFFICE	C3.15
3.	PSC	SITE CLEARANCE	C3.17
4.	PSD	EARTHWORKS	C3.20
5.	PSDB	EARTHWORKS (PIPE TRENCHES)	C3.23
6.	PSDK	GABIONS AND PITCHING	C3.26
7.	PSDM	EARTHWORKS (ROADS, SUBGRADE)	C3.27
8.	PSGA	CONCRETE (SMALL WORKS)	C3.30
9.	PSGE	PRECAST CONCRETE (STRUCTURAL)	C3.33
10.	PSLB	BEDDING (PIPES)	C3.34
11.	PSLC	CABLE DUCTS	C3.35
12.	PSLE	STORMWATER DRAINAGE	C3.36
13.	PSM	ROADWORKS (GENERAL)	C3.40
14.	PSMFL	BASE (LIGHT PAVEMENT STRUCTURES)	C3.41
15.	PSMJ	SEGMENTED PAVING	C3.42
16.	PSMM	ANCILLARY ROADWORKS	C3.43
17.	PSMK	KERBING AND CHANNELLING	C3.46



Notes to tenderer:

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

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

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

#### **C3.4.1.4 Particular/Generic Specifications**

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

<b>PA</b>	<b>Environmental Management</b>
<b>PD</b>	<b>Health and Safety Specifications</b>

#### **C3.4.1.5 Certification by recognised bodies**

Not applicable

#### **C3.4.1.6 Agreement certificates**

Not applicable.

### **C3.4.2 PLANT AND MATERIALS**

#### **C3.4.2.1 Plant and materials supplied by the employer**

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

#### **C3.4.2.2 Materials, samples and shop drawings**

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

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

### **C3.4.3 CONSTRUCTION EQUIPMENT**

#### **C3.4.3.1 Requirements for equipment**

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

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

#### **C3.4.3.2 Equipment provided by the Employer**

The Employer shall not supply any equipment.

#### **C3.4.4 EXISTING SERVICES**

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

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

#### **C3.4.5 SITE ESTABLISHMENT**

##### **C3.4.5.1 Location of site camp and materials storage area**

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

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

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

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

##### **C3.4.5.2 Water Supply**

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

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

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

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld. The Contractor shall

comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance.

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

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

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

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

#### **C3.4.5.3 Power / Electricity Supply**

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

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

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

#### **C3.4.5.4 Sanitary facilities**

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

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

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

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

#### **C3.4.5.5 Accommodation of employees**

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

#### **C3.4.6 SITE USAGE**

Access to site shall be limited to the Contractor and his personnel. The Contractor shall be responsible to control unauthorized entry to the site and shall inform the Employer's Agent of any breach of such

rules. The site shall be managed and used for its intended purpose. The Contractor is required to keep a visitors log, and ensure full compliance with site safety standards.

#### **C3.4.7 PERMITS AND WAY LEAVES**

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

#### **C3.4.8 FACILITIES PROVIDED BY THE CONTRACTOR**

##### **C3.4.8.1 Office for the Employer's Agent**

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

##### **C3.4.8.2 Sanitary facilities**

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

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

##### **C3.4.8.3 Security on site**

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

#### **C3.4.9 FEATURES REQUIRING SPECIAL ATTENTION**

##### **C3.4.9.1 Site maintenance**

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

##### **C3.4.9.2 Access to properties (where relevant)**

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

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

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

##### **C3.4.9.3 Monthly statements and payment certificates**

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

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

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

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

#### **C3.4.9.4 Notices, signs, barricades and advertisements**

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

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

#### **C3.4.9.5 Workmanship and quality control**

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

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

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

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

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

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

- i. Contractor to engage services of an independent laboratory.

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

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

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

- ii. Additional testing required by the Employer's Agent

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

- iii. Costs of testing

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

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

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

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

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

#### **C3.4.9.6 Public Safety**

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

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

#### **C3.4.9.7 Sand and Dust Control**

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

#### **C3.4.9.8 Employment of local labour**

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

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

#### **C3.4.10 EXTENSION OF TIME DUE TO ABNORMAL RAINFALL**

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

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

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

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

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

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

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

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

- PSA - GENERAL
- PSC - SITE CLEARANCE
- PSDB - EARTHWORKS (PIPE TRENCHES)
- PSDM - ROADWORKS
- PSGA – CONCRETE (SMALL WORKS)

- PSL - MEDIUM PRESSURE PIPELINES
- PSLB - BEDDING (PIPES)
- PSLK - VALVE INSTALLATIONS. (SPEC LK)
- PSME - SUBBASE

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

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

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

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

1. PSA General

Clause	1200 A Clause No.	Action required
PSA 1	3 add:	<p><u>Ordering of material</u></p> <p>The quantities set out in the Bills of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.</p> <p>Any reliance placed by the Contractor on the estimated quantities stated in the Bills of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor's risk, and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents.</p>
PSA 2	3.1 add:	<p><u>Quality and Samples.</u></p> <p>The Contractor shall, deliver to an approved testing laboratory, samples of all materials to be used in the Works. Generic supplier production test results for products will not be accepted.</p>
PSA 3	4.2 add:	<p><u>Contractor's facilities:</u> Contractor shall provide sheds for storage of materials and offices for his own use as required.</p> <p>No housing facilities are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and to transport them to Site. Housing facilities are to be in compliance with the requirements of the Labour Division, Department of Interior, Eastern Cape Provincial Government.</p>



PSA 4		<u>Water Supplies</u> : All water for the Work shall be of adequate quality and ample quantity for the purposes required. The Contractor shall make his own arrangements and be solely responsible for the supply, cartage and storage of water required for the construction of the Works. Where the Employer controls existing water supplies and make these available to the Contractor, the Contractor shall arrange this with the Employer and pay the charges stated by the Employer.
PSA 5		<u>Light and power supply</u> : The Contractor shall make his own arrangements and be solely responsible for the supply of such electricity and power and pay all charges in connection therewith.
<b>Clause</b>	<b>1200 A Clause No.</b>	<b>Action required</b>
PSA 6	4 add:	<u>Plant</u> : The Contractor shall supply plant and equipment in sound working condition and of adequate capacity to complete the works well within the stipulated time limit. In addition he shall have available adequate standby plant to maintain planned outputs. The Contractor must receive written approval from the Employer's Agent for the movement of plant and equipment on and off site.

PSA 7	5.2 add:	<p><u>Accommodation of traffic</u></p> <p>Where the work borders on or intersects existing roads and where the works affect the operation and / or safety of road-users, the Contractor shall erect adequate traffic signs that conform to the requirements of the latest edition of the S.A. Road Traffic Signs Manual, maintain and keep them in good order.</p> <p>The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the movement of traffic – Clause 5.1 SABS 1200 D has reference.</p> <p>The Contractor will be required to submit to the Employer’s Agent for approval a layout plan indicating traffic accommodation for the works for each and every set up. Approval of each set up by the Employer’s Agent will not in any way preclude the Contractor from his responsibilities regarding traffic accommodation. The Contractor must employ a fulltime traffic and safety officer for the duration of the contract. The officer will be responsible for all safety and traffic accommodation related matters.</p> <p><u>Access to and within the Site:</u></p> <p>The Contractor shall ensure that there is sufficient access to and within the site at all times to allow residents, businesses and institutions access to their properties. In addition, the Contractor must ensure that other service providers and Contractors are able to obtain access to their services during all times. Indiscriminate closures of areas will not be permitted. The Contractor must obtain written approval from the Employer’s Agent for each new access created within the site, and closures of existing accesses. The Contractor must implement a communications plan to ensure that interested and affected parties are made aware of any changes to traffic accommodation well in advance of the works.</p>
PSA 8	6.2	The Contractor shall construct each of the various parts of the works to degree II accuracy, except where otherwise specified.
PSA 9	New Clause 8.5.1	Testing of materials by a SANS registered soils laboratory as directed by the Engineer.
PSA 10	New Clause 8.5.2	Overhead charges, profits and all other costs related to 8.5.1

2. PSAB Employer's Agents' Offices

<b>Clause</b>	<b>1200 AB Clause No.</b>	<b>Action required</b>
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<p>PSAB 1</p> <p>1.1</p>	<p>3.2 add/amend</p>	<p><u>Office building, parking and access:</u></p> <p>Office Size: 3x20m<sup>2</sup> (burglar proofing to all openings and a 1m concrete covered walkway in the front of the office)</p> <p>Electricity: 6x230V plugs 6x florescent ceiling lights</p> <p>Air-conditioning: Single Phase: 8 x plug points 3x12 000 BTU split unit air-conditioner (heating and cooling)</p> <p>Tables and Chairs: 3 x 12 000 Btu split unit 6 x wooden table 1,8x1,0m with 6 x drawers each (one lockable) 2 x wooden plans table 2,0x1,2m 2 x steel filing cabinet with 2 x Drawing table stool 8 x steel and material combination chairs</p> <p>Parking Facilities: 6 x covered parking bays. Each bay to be 3,0 x 5,0m. If shade cloth is used, to be at least 70% UV protective.</p> <p>Printer/Copier/Scanner/Fax: 1 x A3 colour printer/copier/scanner/fax machine capable of printing up to 30ppm (including paper, cartridges, any other consumables and maintenance for the duration of the contract)</p> <p>Fridge: 1 x 190 litre fridge/freezer combination</p> <p>All offices and furnishings supplied by the Contractor will remain the property of the Employer and must be maintained throughout the duration of the contract. On completion of the works, ownership of the offices and furnishings will revert to the Contractor.</p>
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		Materials and furnishing supplied must be new and in good working order. In addition to the above, the Contractor must provide an ablution structure including a wash hand basin separate male and female toilets for the sole use of the Employer's Agents and their staff.
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Clause	1200 AB Clause No.	Action required
1.2		<p>The Contractor must also ensure that the access to and within the site camp can be easily traversed by a light passenger vehicle.</p> <p>In addition to the above, the Contractor must make provision for a boardroom facility to accommodate at least 10 people for Site and Technical Meetings.</p> <p>Laboratory facilities: No laboratory for use by the Employer's Agent will be required. However, the Contractor shall provide and maintain his own equipment to do all the tests required to enable him to fulfil his obligations in terms of the Specifications in this regard.</p> <p>The cost of other acceptance tests (under site instruction) required to be done by the Employer's Agent shall be paid for from the Provisional Sum allowed in the Bills of Quantities for this purpose.</p>
PSAB 2	4.1 add:	<p><b>Survey Equipment and Facilities</b></p> <p>The Contractor shall provide for the exclusive use of the Employer's Agent, all necessary survey equipment including the following</p> <ul style="list-style-type: none"> <li>(a) One Engineer's level of modern type with horizontal circle for angular measurement.</li> <li>(b) New measuring wheel</li> <li>(c) 2 x 50 metre linen tape.</li> <li>(d) 5 x 5m steel tape.</li> <li>(e) 1 x 5 metre levelling staff.</li> <li>(f) 3 x ranging rods each 2,5 metres long.</li> <li>(g) Steel and wooden pegs with hammer as necessary.</li> </ul> <p>All instruments and equipment shall be in proper adjustment and shall be maintained so for the duration of the Contract. They shall be insured by the Contractor against loss, theft or damage. The Contractor shall provide the Employer's Agent with a full time, intelligent, adult attendant whose duties will include the maintenance and cleaning of the offices, to assist in survey work, measurement of the Works, etc. An item has been allowed for in Section 1 of the Bills of Quantities to cover the costs of supplying the above survey equipment and maintaining the equipment for the duration of the contract.</p>

PSAB 3	8.4.2.1 add:	Measurement and Payment for Survey Facilities Provide and maintain survey equipment : Unit :Lump Sum The rate shall cover all charges inclusive of insurance for the provision and maintenance of the survey equipment.
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### 3. PSC Site Clearance

Clause	1200 C Clause No.	Action required
PSC 1	3.1 add:	<p><u>Disposal of Materials</u></p> <p>Disposal areas shall be located by the Contractor who shall obtain the necessary approvals in terms of the relevant governing legislation. The Contractor shall provide the Employer's Agent with certificates of safe disposal, as required by legislation.</p>
PSC 2	5.1 add:	<p>To control and limit erosion the areas to be cleared must be kept to a minimum but be such as not to affect the quality of the work and hamper the efficient execution of the Contract. As a general guide the following will apply:</p> <p>Roads: 0.5m wider than the bank cut and fill toe lines.</p> <p>Pipelines: 0,5m metre on either side of the pipe centre line, plus an additional metre on one side for stockpiling backfill material.</p> <p>Borrow areas: Limited to the extent of the working areas.</p>
PSC 3	5.3 add:	<p>Clearing shall also include the dismantling and demolition of existing informal structures on site as directed by the Employer's Agent. It shall also include removal, as instructed by the Employer's Agent, of building rubble, household rubbish, etc that has been dumped on site in general.</p>
PSC 4	8.2.1 amend:	<p>Clearing and grubbing for pipelines, and channels/berms will be measured to the nearest 0,1 ha. and will not be measured separately.</p>
PSC 5	8.2.9 replace:	<p>No overhaul will be paid for any spoil and/or disposable materials and the Contractor shall allow for all haulage costs in his tendered rates.</p>
PSC 6	Add 5.9:	<p>Where necessary for the proper execution of the works, and where instructed by the Employer's Representative, the Contractor shall remove and break existing miscellaneous bituminous items encountered on site and dispose of these at a dumpsite approved by the Employer's Agent. The existing bituminous items are to be broken to a size suitable for handling, loading and transportation to the dump. <b>This does not include any bituminous surfacing removed by means of ripping for the purposes of re-use in layerworks or stockpiled for future use. Costs of these operations are included in the rates for bulk excavations, roadbed preparation and layerworks.</b></p>

Clause	1200 C Clause No.	Action required
PSC 7	Add 5.10:	Where necessary for the proper execution of the works, and where instructed by the Employer's Agent, the Contractor shall remove and break existing miscellaneous concrete items encountered on site and dispose of these at a dumpsite approved by the Employer's Agent. The existing concrete items are to be broken to a size suitable for handling, loading and transportation to the dump. All reinforcement encountered shall be cut to suitable lengths and disposed of.
PSC 8	Add 5.11:	Where necessary for the proper execution of the works, and where instructed by the Employer's Agent, the Contractor shall remove and break existing concrete pipes up to a maximum diameter of 600mm, and dispose of these at a dumpsite approved by the Employer's Agent. The existing concrete pipes are to be broken to a size suitable for handling, loading and transportation to the dump. All reinforcement encountered shall be cut to suitable lengths and disposed of.
PSC 9	Add 5.12:	Where necessary for the proper execution of the works, and where instructed by the Employer's Agent, the Contractor shall remove and break existing miscellaneous masonry items encountered on site and dispose of these at a dumpsite approved by the Employer's Agent. The existing masonry items are to be broken to a size suitable for handling, loading and transportation to the dump. All reinforcement encountered shall be cut to suitable lengths and disposed of.
PSC 10	Add 8.2.11	<p>Breaking and disposal of existing bituminous items:</p> <p>The unit of measurement shall be the square meter of existing bituminous items prior to breaking, which is removed, broken and disposed of. The rate shall also include all saw cuts up to a depth of 50mm.</p>
PSC 11	Add 8.2.12	<p>Breaking and disposal of existing unreinforced concrete (Miscellaneous):</p> <p>The unit of measurement shall be the cubic metre of existing concrete prior to breaking, which is removed, broken and disposed of off-site.</p>
PSC 12	Add 8.2.13	<p>Breaking and disposal of existing reinforced concrete:</p> <p>The unit of measurement shall be the cubic metre of existing concrete prior to breaking, which is removed, broken and disposed of off-site.</p>
PSC 13	Add 8.2.14	<p>Breaking and disposal of existing masonry structures:</p> <p>The unit of measurement shall be the cubic metre of existing masonry prior to breaking, which is removed, broken and disposed of off-site.</p>



Clause	1200 C Clause No.	Action required
PSC 14	Add 8.2.15	<p>Breaking and disposal of existing concrete pipes (up to 600mm dia.):</p> <p>The unit of measurement shall be the metre of existing concrete pipes prior to breaking, which is removed, broken and disposed of off-site.</p>

4. PSD Earthworks

Clause	1200 D Clause No.	Action required
PSD 1	3.1.1. add:	All intermediate excavation shall be measured as soft excavation (this also applies to SABS 1200 DB: Earthworks Pipe Trenches).
PSD 2	2.3 replace:	No restricted excavation shall be payable. Restricted excavation is included under bulk excavation rates and excavation rates for open channels and berms.
PSD 3	3.1.2 replace:	<p>Classification of materials for purposes of excavation shall only be:</p> <ul style="list-style-type: none"> <li>a) Soft excavation</li> <li>c) Hard rock excavation</li> <li>d) Boulder excavation Class A</li> <li>e) Boulder excavation Class B</li> </ul> <p>Intermediate material will be classified as soft for the purposes of this contract</p>
PSD 4	3.3.1 add:	Topsoil shall be removed to a depth as instructed by the Employer's Agent on site from those areas on which construction is to take place. The Contractor shall obtain instruction from the Employer's Agent on the treatment of topsoil, prior to construction. Suitable selected topsoil shall be stockpiled at intervals of 250 m for re-use at a later stage. Unsuitable topsoil shall be disposed of off site. All stockpiles and/or dumping sites shall be neatly levelled off.
PSD 5	3.3.1 add:	<p>The approval of a borrow area for a certain purpose does not necessarily mean that all material within that area is suitable for the specified purpose. What it does mean, is that the borrow area contains some suitable material. The onus is on the Contractor to ensure that only material that is indeed suitable, is removed and used for the specified purpose.</p> <p>Where the Contractor is required to select material from excavations for a specific purpose, the above provisions relating to borrow areas shall apply mutatis mutandis to excavations.</p> <p>The Contractor shall not waste or contaminate material that has been selected for a specific purpose. Replacement of any contaminated material will be for the Contractor's cost.</p>

Clause	1200 D Clause No.	Action required
PSD 6	5.1.1.3 add :	<p><u>Explosives</u></p> <p>Explosives are to be used only with the written permission of the Employer's Agent. Care is to be taken that no damage is done to existing works and buildings and precautions are to be taken to prevent blasted material being thrown about. The size of charges is to be the minimum necessary.</p> <p>The Contractor will be responsible for all costs incurred in obtaining the necessary permits and displaying all the compulsory warning notices and abiding by the provisions of the OH&amp;S act and that of the explosives inspector.</p> <p>Any damage caused to buildings, other existing works, or to the surrounding rock formation will be the responsibility of the Contractor.</p> <p>Furthermore, the Employer's Agent may, at any time, disallow the further use of explosives. In this instance, the Contractor shall, without additional cost to the Employer, complete the excavation using other approved methods of excavation.</p>
PSD 7	5.1.2.5 add:	<p>Repairs to damaged services shall be immediately affected by the Contractor at his own expense. If any repair work shall in the opinion of the Employer's Agent be urgently necessary for health, security or any other reasons whatsoever, and the Contractor is unable or unwilling at once to do such work, the Employer may by his own or other workmen do such work or repairs as the Employer's Agent may consider necessary. All costs and charges so properly incurred by the Employer shall be deducted by the Employer from any monies due or which may become due to the Contractor.</p>
PSD 8	5.2.2.1 add (f):	<p>Excavations for general earthworks shall also include sidewalks, lined and unlined stormwater channels and berms. Trimming and preparation of these sidewalks, stormwater channels and berms to line, level and compaction as required in the detail drawings shall be included in the rate for excavation and disposal of surplus material. Measurement and payment shall be as per PSD 14, and no additional payment shall be made for any restricted excavation.</p>

Clause	1200 D Clause No.	Action required
PSD 9	5.2.2.3 add:	Surplus and unsuitable material shall be dumped at spoil areas located by the Contractor who shall obtain the necessary approvals. The spoil areas shall be neatly levelled off. Surplus material excavated from existing layerworks shall be treated as bulk excavations for the purposes of cut to stockpile and cut to spoil. No additional payment will be made to stockpile material.
PSD 10	5.2.3 add:	The compaction densities shall be as indicated on the Drawings for the different sections of the Works.
PSD 11	5.2.5.1 add:	<p>Notwithstanding any of the provisions of this sub-clause in 1200D, the free haul distance applicable to this Section will be:</p> <p>For borrow to fill and borrow to selected (no identified borrow pits)</p> <p>: All haul will be free haul.</p> <p>For cut to fill</p> <p>: All haul will be free haul.</p> <p>For cut to spoil</p> <p>All haul will be free haul.</p>
PSD 12		<p><u>Old Work</u></p> <p>Any old foundations or other obstructions that may be encountered are to be grubbed up if disused and ends of old drains stopped up. Unless disused, existing works must be suitably supported and suitable precautions taken against undermining and collapse.</p>
PSD 13	5.2.3.1 modify	"Each layer shall be compacted at OMC to a density of at least 93% of modified AASHTO density".
PSD 14	8.3.2 (a): add	Excavation and disposal of surplus material for sidewalks, stormwater lined and unlined channels and berms shall be paid for under this item as bulk excavation, and no additional payment will be made for any restricted excavation (as per PSD 8).

5. PSDB Earthworks (Pipe Trenches)

Clause	1200 DB Clause No.	Action required
PSDB 1	3.1.2 add:	<p>Classification of materials for purposes of excavation shall only be:</p> <p>b) Soft excavation</p> <p>f) Hard rock excavation</p> <p>Intermediate material will be classified as soft for the purposes of this contract</p>
PSDB 2	<p>4.2 add:</p> <p>5.1.2 add:</p>	<p><u>Shoring and Dewatering</u></p> <p>Any work destroyed or damaged due to inadequate precautions being taken against rain, flood, seepage or ingress of water of any kind, shall be repaired to the satisfaction of the Employer's Agent. The Contractor shall be responsible for the entire cost of any remedial works necessary.</p> <p>Furthermore, whenever there exists, in the opinion of the Employer's Agent, any reasonable danger that backfilled trenches or other work may be damaged by flood waters, he may order whatever measure he considers necessary, inter alia:</p> <ol style="list-style-type: none"> <li>1. Earth or rock-cross walls in trenches.</li> <li>2. Temporary works to deviate existing water courses.</li> <li>3. Acceleration of the Contractor's programme to minimise risk.</li> </ol> <p>No provision has been made for separate payment for any shoring, dewatering or anti-erosion measures. The unit rate for excavation shall cover all costs involved in keeping the excavation safe and free from water.</p> <p>Any shoring required in terms of the OHS Act, Construction Regulations or Employer's Health and Safety Specification must be included in the Contractor's rates for excavation and backfill.</p>
PSDB 3		<p><u>Fences that intersect or adjoin a trench</u></p> <p>The costs of tunnelling, protecting, maintaining and repairs necessitated by damage caused to existing fences by the Contractor must be included in the tendered rates for excavation measured under Sub-Clause 8.3.2.</p>
PSDB 4	5 add :	<p><u>Construction</u></p> <p>The Contractor's attention is drawn to the fact that most of the pipelines are to be laid in developed areas.</p> <p>No extension of time or additional payment for any inconvenience, extra costs or delays arising due to the above will be allowed or paid to the Contractor.</p>

Clause	1200 DB Clause No.	Action required
PSDB 5	5.1.4 add:	<p>Where no specific item is scheduled to cover an activity or to compensate for any inconvenience or delay, all costs involved must be built into the tendered rates for excavation, measured under sub-clause 8.3.2 of SABS 1200 DB.</p> <p><u>Existing services that intersect or adjoin a trench</u></p> <p>The works involved in locating and exposing existing water pipes, sewers, stormwater pipes, concrete lined channels and drain box culverts, electric cables, communication cables, ducts, kerbs, channels and various pipes and services that intersect a trench will be measured under item 4.3.1 and 4.3.2 of the Bills of Quantities. Any other costs associated with exposing these services, tunnelling, protecting, maintaining and repairs necessitated by damage caused by the Contractor must be included in the tendered rates for excavation measured under sub-clause 8.3.2.</p>
PSDB 6	5.6.3 add: 5.6.4 add:	<p><u>Disposal of excavation material</u></p> <p>Disposal areas shall be located by the Contractor who shall obtain the necessary approvals in terms of the relevant governing legislation. The Contractor shall provide the Employer's Agent with certificates of safe disposal, as required by legislation. Special attention is drawn to Appendix H of the Contract Document when dealing with Asbestos products. No extra payment for overhaul will be allowed.</p>
PSDB 7		<p><u>Backfill Materials</u></p>
PSDB 7.1	5.6.5 add :	<p><u>Deficiency of Backfill Material:</u> All haulage will be free haul for imported backfill materials. The Contractor shall make his own arrangements with commercial sources.</p> <p>No payment will be made for additional backfill material in the trenches due to over break, etc. The Contractor must allow for such costs in the tendered rates for excavation measured under sub-clause 8.3.2.</p>
PSDB 7.2		<p><u>Deficiency of Backfill Material in Road Reserves and Road Crossings:</u> No payment will be made for the selection and or importation of additional backfill material to meet the material specification in road crossings. The Contractor must allow for such costs in the tendered rates for compaction in road reserves measured under sub-clause 8.3.3.3.</p>
PSDB 8	5.7 add:	<p>The compaction densities shall be as shown on the Drawings. Max. thickness of compacted layers shall not exceed 150 mm under road crossings and not more than 250 mm elsewhere. Selected fill material shall be used under road crossings.</p>

Clause	1200 DB Clause No.	Action required
PSDB 9	8.1.2 add:	<u>Measurement and Payment</u>
PSDB 9.1	8.1.2 add:	<u>Pipe Trench Depths:</u> Notwithstanding the terms of Sub-Clause 8.1.2, the trench depth shall be measured in 0,5 m intervals as the depth from finished level to the invert of the pipe, plus one wall thickness of the pipe to be laid in the trench, plus 75 mm to allow for bedding materials.
PSDB 9.2	8.3.2 add:	Clear and grubbing of all trenches before excavation must be included in the rate for excavation as per 8.3.2 (a).
PSDB 9.3	8.3.2 add:	Payment for excavation will be as follows:  50% of the rate tendered for excavation items upon completion of the excavation, a further 30% upon completion of the backfilling and compaction, and the remaining 20% upon the completion of the reinstatement, disposal of any surplus and unsuitable material, and testing and disinfecting of the pipeline (if applicable).
PSDB 9.4	8.3.3.4 replace:	No overhaul will be paid for any spoil material and the Contractor shall allow for all haulage costs in his tendered rates.
PSDB 9.5	8.3.6.1 add:	<u>Finishing:</u> In addition to the provisions of this Sub-Clause, the rate shall include the protection, or the removal and reinstatement of any kerbs, channelling, traffic islands etc. that may be necessary.

6. PSDK Gabions and Pitching

Clause	1200 DK Clause No.	Action required
PSDK 1	3.1.2.2 add:	All gabion baskets and reno mattresses must be plastic coated.
PSDK 2	3.2.1.2. add:	Type of pitching required: Heavy.
PSDK 3	8.2.1. add:	The unit of measurement for cavities filled with rock and/or concrete shall be cubic metre (m <sup>3</sup> ) measured in place after completion of filling.
PSDK 4	8.2.2. add:	Surface preparation including excavation and backfilling for gabion baskets shall not be measured separately but shall be deemed to be included in the price tendered for the construction of gabions.
PSDK 5	8.2.5. add:	No separate items will be scheduled for different slopes. Price to include for all slopes from 1:1.5 grade and flatter.



7. PSDM Earthworks (Roads, Subgrade)

Clause	1200 DM Clause No.	Action required
PSDM 1	5.1.2 add:	<p><u>Accommodation of Traffic</u></p> <p>Facilities for the accommodation of traffic during the construction of a road must be provided to all built-up erven by the Contractor. No additional payment will be made for these facilities, and the cost thereof will be regarded as being included in the tendered rates for earthworks, and those costs already allowed for under PSA 7 of this project specification.</p>
PSDM 2	5.2.2.2 add:	<p><u>Dimensions of Cuts</u></p> <p>Irrespective of whether cuttings occur in soft, intermediate, boulder or hard rock excavation, no payment will be made for over break and the Contractor shall be required to backfill all cuts below the designated level with suitable material which has a CBR of at least 15 at 95% Mod AASHTO at the Contractor's own expense and to shape and compact this backfilled material to 95% Mod AASHTO density.</p> <p>The provisions of Sub-Clause 8.3.3(b) and 8.3.9 will therefore not apply.</p> <p>Disposal areas for surplus materials shall be located by the Contractor who shall obtain the necessary approvals in terms of the relevant governing legislation. The Contractor shall provide the Employer's Agent with certificates of safe disposal, as required by legislation.</p>
PSDM 3	5.2.3.2(a) add:	<p><u>Removal of unsuitable ground:</u></p> <p>Removal of unsuitable ground will be paid for under a separate item in the bill of quantities. Replacement of unsuitable ground will be paid for under cut/borrow to fill.</p>
PSDM 4	3.1 add:	<p><u>Materials - Classes of Excavation</u></p> <p>The excavation of materials will be classified as per clause PSD 1, 2 and 3 of the project specification.</p>
PSDM 5	3.3 add:	<p><u>Source of Supply</u></p> <p>Material for fill and selected layers will be sourced from recovered materials from existing layerworks. The Contractor will be responsible for the selection, excavating, breaking down, loading, storing, hauling, transporting, spreading, watering, compacting, final grading and testing of all gravel subgrade and sub-base layers. No overhaul will be paid. No payment will be made for the temporary stockpiling of material. The Contractor must programme his works such that recovered material from existing layerworks can be used directly in layerworks within the site.</p>

Clause	1200 DM Clause No.	Action required																																
PSDM 6	5.2.3.3 add:	<p>Compaction densities will be as follows: General fill 93% and Roadbed - 95% of Modified AASHTO density and as indicated on the drawings.</p> <p>The free haul distance applicable is:</p> <p>For cut/borrow to fill/selected layers: All haul will be free haul.</p> <p>For cut to spoil: All haul will be free haul.</p> <p><u>Process Control</u></p> <p>The testing frequency for process control shall be not less than the applicable frequency set out below:</p> <table border="1" data-bbox="557 826 1422 1832"> <thead> <tr> <th>1</th> <th>2</th> <th>3</th> <th>4</th> </tr> <tr> <th rowspan="2">TEST</th> <th rowspan="2">POSITION IN LAYER</th> <th colspan="2">TESTING FREQUENCY</th> </tr> <tr> <th>Area to which one Test is applied, Max</th> <th>Number of Tests per Lot, Min</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Relative compaction at OMC</td> <td>(a) Ordinary fill</td> <td>100 m<sup>2</sup></td> <td>4</td> </tr> <tr> <td>(b) Top 300 mm of fill and roadbed</td> <td>100 m<sup>2</sup></td> <td>4</td> </tr> <tr> <td>(c) Selected layer</td> <td>100 m<sup>2</sup></td> <td>4</td> </tr> <tr> <td>Indicator tests</td> <td>Selected layer</td> <td>250 m<sup>2</sup></td> <td>1</td> </tr> <tr> <td>MDD and OMC Tests</td> <td>Selected layer</td> <td>500 m<sup>2</sup></td> <td>1</td> </tr> <tr> <td>CBR / UCS</td> <td>Selected layer</td> <td>500 m<sup>2</sup></td> <td>1</td> </tr> </tbody> </table>	1	2	3	4	TEST	POSITION IN LAYER	TESTING FREQUENCY		Area to which one Test is applied, Max	Number of Tests per Lot, Min	Relative compaction at OMC	(a) Ordinary fill	100 m <sup>2</sup>	4	(b) Top 300 mm of fill and roadbed	100 m <sup>2</sup>	4	(c) Selected layer	100 m <sup>2</sup>	4	Indicator tests	Selected layer	250 m <sup>2</sup>	1	MDD and OMC Tests	Selected layer	500 m <sup>2</sup>	1	CBR / UCS	Selected layer	500 m <sup>2</sup>	1
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PSDM 7	5.2.4.2(f)																																	
PSDM 8	5.2.8 add:																																	
	7.2 add:																																	

Clause	1200 DM Clause No.	Action required
		<p>A provisional item has been provided in the Bills of Quantities for any density testing that is carried out by the Employer's Agent. This amount does not include for any testing which the Contractor is required to carry out. Any independent testing which the Contractor must carry out as required by the Specifications is to be at his own expense and will be regarded to be included in his tendered rates and sums. The retesting of any sections due to the failure of the tested material will be for the Contractor's expense.</p> <p>Written application for the testing of any section of road which the Contractor considers ready for testing must be made timeously by the Contractor.</p> <p>A copy of all process control test results are to be forwarded to the Employer's Agent.</p>
PSDM 9	8.3.3. (2): amend	Replace ..."93%" with "95%" and add 200mm thick after "...density"
PSDM 10	8.3.5	Replace ..."93%" with "95%"
PSDM 11	8.3.11	Refer to PSDM 5. Temporary stockpiling of material will not be paid for.
PSDM 12	8.3.12: delete	All haul is free haul for the purposes of this contract.

8. PSGA Concrete (Small Works)

Clause	1200 GA Clause No.	Action required
PSGA 1  PSGA 1.1        PSGA 1.2	2.3 add:	<p><u>General</u></p> <p><u>Supervision</u></p> <p>During the whole or any time that the placing of concrete is being carried out, the concreting operation shall be under the direct supervision of a suitably qualified person acceptable to the Employer's Agent.</p> <p><u>Records</u></p> <p>The Contractor shall maintain written records and provide the following information:</p> <ul style="list-style-type: none"> <li>(a) Provide at his own cost a mix design, from an approved authority or laboratory and submit to the Employer's Agent for approval,</li> <li>(b) date on which each section was constructed and time taken to place,</li> <li>(c) daily weather conditions, and</li> <li>(d) nature of samples and dates on which they were taken.</li> <li>(e) a record of the batch mix materials quantities and total batch output</li> </ul>
PSGA 2  PSGA 2.1	3.2 add:  3.2.1 add:	<p><u>Cement</u></p> <p><u>Applicable Specifications</u></p> <p>Unless special cement is specified for a particular application, the cement shall be Portland cement or rapid-hardening Portland cement and shall comply with the requirements of SABS 471.</p>
PSGA 2.2	3.2.2 add:	<p><u>Storage of Cement</u></p> <p>Cement which is stored on Site shall be kept under cover that provides adequate protection against moisture and other factors which may promote deterioration.</p> <p>When the cement is supplied in 50 kg bags, the bags shall be closely and neatly stacked to a height not exceeding 12 bags and arranged so that they can be used in the order in which they were delivered to the Site.</p> <p>Storage of cement in bulk in silos or similar containers shall be permitted, provided that the cement drawn for use is measured by mass and not by volume.</p>

Clause	1200 GA Clause No.	Action required
PSGA 3		<p>Cement shall not be kept in storage for longer than 6 weeks without the Employer's Agent's permission.</p> <p><u>Admixtures</u></p> <p>Admixtures may only be used in the concrete mix subject to the conditions of Sub-Clause 3.5.1 of SABS 1200 G being complied with.</p>
PSGA 4	4.4.2 add:	<p>All surfaces regularly visible including benching of manholes shall have a smooth steel trowel finish.</p>
PSGA 5	5.1.3 add:	<p><u>Cover</u></p> <p>The minimum cover of concrete over reinforcement shall be as shown on the drawings. Where this is not indicated, the minimum cover shall not be less than 40 mm in normal cases.</p> <p>For concrete surfaces in contact with the ground and with water, the minimum cover shall be 50 mm.</p>
PSGA 6	5.2.1 add:	<p>Formwork finishes shall be as designated under 5.2.1(b): Smooth.</p>
PSGA 7		<p><u>Strength of Concrete</u></p> <p>The required strength of the concrete and the maximum normal size of coarse aggregate shall be as indicated on the drawings.</p>
PSGA 8		<p><u>Ready Mix Concrete</u></p> <p>The use of ready mix concrete will be permitted. The quality control will be carried out on site as for site mixed concrete.</p>
PSGA 9		<p><u>Concrete Surfaces</u></p> <p>Except where otherwise specified or detailed, surfaces of concrete shall be screeded to a plane uniform surface.</p>
PSGA 10		<p><u>Pipes and Conduits embedded in Concrete</u></p> <p>Except with the written approval of the Employer's Agent, no pipes other than those shown on the drawings shall be embedded in concrete, and the approval of the Employer's Agent for the position of all services to be embedded shall be obtained before concreting commences.</p>

Clause	1200 GA Clause No.	Action required
PSGA 11	5.4.8 add:	<p>The clear space between pipes of any kind embedded in reinforced concrete and the clear space between such pipes and reinforcement, shall not at any point be less than:</p> <p>(a) 40 mm, or</p> <p>(b) 5 mm plus the maximum size of coarse aggregate, whichever is the greater.</p>
PSGA 11.1		<p><u>Unformed Concrete Surfaces</u></p> <p><u>Wood Floated Finish</u></p>
PSGA 11.2		<p>Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in Sub-Clause 5.4.8.1 and, after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screeded surface shall be wood floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.</p> <p><u>Steel-Floated Finish</u></p>
PSGA 11.3		<p>Where steel floating is specified or scheduled, the surface shall be treated as specified in PSGA 10 except that, when the moisture film has disappeared, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.</p> <p><u>Power-Floated Finish</u></p>
PSGA 12	8.1 add:	<p>Where power floating is specified or scheduled, the surface shall be treated as specified in PSGA 10, except that the screeded surface shall be power floated to produce a high quality dense, smooth, uniform surface free from trowel marks.</p> <p>In some instances the works will be scheduled in their entirety, such as small structures. In these instances the rates tendered shall allow for all the necessary provision of all materials, formwork, jointing, mixing, testing, placing, compacting, striking-off, finishing, repairing, labour and plant required to construct the work as scheduled and shown on the Project Drawings.</p>
PSGA 13	5.5.1.5	<p>The exposure condition (Table 5) is severe.</p>
PSGA 14	8.9 add:  8.9.1	<p><u>Scheduled Items</u></p> <p>Construct headwalls all inclusive as per the detail drawing</p> <p>Construct headwall to suit (pipe size indicated). The unit of measurement for the construction of headwalls in their entirety shall be by number.....No.</p>

9. PSGE Precast Concrete (Structural)

<b>Clause</b>	<b>1200 GE Clause No.</b>	<b>Action required</b>
PSGE 1	8.2.1 and 8.2.2	The rate tendered under 8.2.1 shall also include for 8.2.2 that is the erection of the precast units.

10. PSLB Bedding (Pipes)

Clause	1200 LB Clause No.	Action required
PSLB 1	3.1 and 3.4.1 add:	Selected granular material for Class C bed shall be suitable material obtained from on site or commercial source.
PSLB 2	3.2 replace:	The selected fill material shall be a material with a PI not exceeding 9 and that is free from vegetation and from lumps and stones of diameter exceeding 20 mm.
PSLB 3	3.3 add:	uPVC pipes are flexible pipes for the purposes of this sub-clause.
PSLB 4	5.3 add:	Compaction of backfill material shall be as shown on the drawings.
PSLB 5	8.1.1 add:	<p>Selected granular material from excavations for the purpose of Class C bed shall not be measured separately but shall be deemed to have been included in the price for the operation of bedding.</p> <p>Selected granular material imported from a commercial source to form Class B and C beds, shall be measured and paid for as an extra over and above to Class C bed formed from excavated materials.</p>
PSLB 6	8.2.1 add:	Selected fill material from excavations to form a selected fill blanket, shall not be measured separately but shall be deemed to have been included in the rate for excavation and backfilling as per SABS 1200 DB, Clause 8.
PSLB 7		<u>Measurement and payment</u>
PSLB 7.1	8.1.3 add:	<p>Notwithstanding the provisions of Sub-Clause 8.1.3, the volume of bedding materials shall be computed from:</p> <p>(a) The dimensions of the trench as shown on the drawings and the actual dimensions of the pipe.</p> <p>(b) The depth of bedding and selected fill blanket as specified.</p> <p>(c) The volume of the void formed by the pipe shall be subtracted from these computations.</p> <p>(d) No payment will be made for any bedding material required to backfill over break beyond the widths or depths specified.</p>
PSLB 7.2	8.2.5 replace:	No overhaul will be paid for any spoil material and the Contractor shall allow for all haulage costs in his tendered rates.



11. PSLC Cable ducts

Clause	1200 LC Clause No.	Action required
PSLC 1	3.2.2 add:	Material for use in bedding for telephone and electrical ducts shall be selected granular material with PI not exceeding 9 and free from vegetation, lumps and stones of diameter exceeding 20 mm.
PSLC 2	3.3 add:	Compaction of backfill material shall be as indicated for trenches and shown on the drawings.
PSLC 3	3.4 add:	<p>Behind the kerb directly above the ducts on both ends of the crossing, concrete block markers Class 20/19 (300 mm x 300 mm x 200 mm deep) on which the letters PO (for Post Office ducts) and DE (for electricity ducts) and the number of ducts at each location are embossed into the concrete, shall be provided. The top of the markers shall be level with the back of kerbs and the draw wires shall be firmly embedded into the concrete blocks. Sufficient slack should be allowed for on the draw wires.</p> <p>In addition, a solid line and the same wording as above shall be painted (white road marking paint) in 100 mm high lettering on the kerbs at one end of the installed ducts, above the position of the ducts.</p> <p>The ducts shall extend a distance of at least 1,0 m beyond the back face of the kerb and road hardening on the other side.</p>
PSLC 5		<ol style="list-style-type: none"> <li>1. The cut at the ends of each pipe shall be perpendicular to the length of the pipe and bevelled such that electric cables being drawn through them will not be damaged.</li> <li>2. Pipe joints shall be tight and dependable, being easy to make. Spigot and socket joints will be acceptable.</li> <li>3. Pipes shall be seamless and manufactured with an adapter socket on one end, the other being left plain. The socket end shall be of a size suitable for accepting a plain ended pipe, the resulting joint having sheer strength approximately that of the pipe.</li> <li>4. Rubber sealing rings which will prevent the ingress of fine soil, etc., shall be supplied with each joint.</li> <li>5. Pipes to be supplied shall comply with S.A.B.S. 791-1975, where applicable, and shall be made of rigid PVC or other suitable polymer, to the approval of the City Electrical Employer's Agent. Alternatives must have characteristics similar to rigid PVC in chemical and physical stability and preferably higher impact resistance.</li> </ol>

12. PSLE Stormwater drainage

Clause	1200 LE Clause No.	Action required
PSLE 1	5.8 add:	<p>Subsurface drains:</p> <p>(a) <u>Synthetic-fibre filter fabric</u></p> <p>Where shown on the drawings or directed by the Employer’s Agent, in filter blankets and other applications, synthetic-fibre fabrics shall be procured, furnished and installed as specified and shown on the drawings. Filter fabric shall not be exposed to direct sunlight for prolonged periods and shall be protected from mechanical damage during installation and construction.</p> <p>(b) <u>Laying of pipes</u></p> <p>A layer of permeable material of the class and thickness shown on the drawings shall be placed on the bottom of the trench and be lightly tamped and finished to the required gradient.</p> <p>Pipes of the type and size required shall be firmly bedded on the permeable material, true to level and grade, and shall be coupled where required. Thereafter the trench shall be backfilled with further permeable material to such level above the pipes as shown on the drawings or as directed by the Employer’s Agent. The permeable material shall be lightly compacted and finished to the required level. Further layers of permeable material shall then be placed, lightly compacted and finished to an even surface, as directed by the Employer’s Agent.</p> <p>The remainder of the trench, if any, shall be backfilled with approved impermeable material and as required by the Employer’s Agent, in layers not exceeding 100 mm and compacted to at least the same density as the surrounding material. The trench must be specially protected against the ingress of water until the impermeable layer has been completed.</p>

Clause	1200 LE Clause No.	Action required
		<p>Permeable material must be placed in layers of not more than 300 mm thickness at a time and be lightly compacted. The total thickness of each type of permeable material must be carefully controlled, and when placing the thinner layers suitable spacers must be used. When placing successive layers the lower layer must not be walked upon and as far as possible must not be disturbed. Care shall be taken to prevent the contamination of permeable material during construction of the subsurface drains and all permeable material contaminated by soil or silt shall be removed and replaced by the Contractor at his own expense.</p> <p>Where spigot and socket pipes are used, the socket end shall be laid upgrade with the spigot fully entered into the adjacent socket. Where plain butt-joint pipes are used, they shall be laid firmly together to prevent infiltration of backfill material. Perforated and slotted pipes shall be joined by couplers. Perforated pipes shall be laid with the perforations as instructed.</p> <p>The higher end of subsurface drain pipes shall be sealed off with a loose concrete cap of Class 20 MPa/19 mm concrete, as directed by the Employer's Agent and the lower end of the pipe shall be built into a concrete head wall providing a positive outlet or connected to stormwater pipes or culverts.</p> <p>Any section of a subsurface drain constructed from pipes without perforations or slots shall be backfilled with impermeable material as described in the foregoing. Where suitable the excavated material may be used for backfilling.</p>

Clause	1200 LE Clause No.	Action required
PSLE 2	8.2.14 add:	<p><u>Scheduled items</u></p> <p><u>Flownet</u>: The extruded HDPE mesh flownet core wrapped in a polyester non-woven needle punched geotextile shall be measured in place after installation.</p> <p>The tendered rate shall include full compensation for supplying, cutting, overlapping, jointing, placing and protecting the filter fabric as specified, as well as for wastage. The unit for measurement shall be the metre length.</p> <p><u>Class 20 MPa/19 mm concrete outlet structures for subsurface drains</u></p> <p><u>(Including formwork)</u></p> <p>The tendered rate shall include full compensation for supplying all material, the provision and erection of formwork and the mixing, placing and transporting of concrete. The unit for measurement shall be the m<sup>3</sup>.</p> <p><u>Permeable material in subsurface drains</u></p> <p>(a) Filter sand obtained from commercial sources Unit: m<sup>3</sup></p> <p>The approved permeable material will be measured in place in the drains and calculated from dimensions on drawings.</p> <p>The tendered rate shall include full compensation for procuring, furnishing and transporting from approved borrow areas or commercial sources and placing the material as specified.</p> <p>For payment purposes a distinction shall be made between the different classes of permeable material.</p> <p><u>Pipes in subsurface drains (Type and size stated)</u> Unit: m</p> <p>Pipes shall be measured in place along their centre lines, including the length of fittings.</p> <p>The tendered rate shall include full compensation for procuring, furnishing, laying, jointing and testing the pipes as specified.</p>

Clause	1200 LE Clause No.	Action required
PSLE 3	3.1.d add:	<p><u>Culvert units and pipes</u></p> <p>The cutting of pipes on site to form skewed ends or to reduce their length will be allowed. The pipe shall then be cut by grinder to protrude at least 50mm but not more than 100mm beyond the structure and the exposed end treated with Sika Top Seal – 107ZA cementitious slurry or similar approved, all to the satisfaction of the Employer’s Agent.</p>
PSLE 4	3.4.1 add:	<p>Bricks for stormwater structures shall be either burnt clay engineering bricks with compressive strength 28 MPa to SABS 227 or concrete bricks with minimal compressive strength 21 MPa to SABS 1215.</p>
PSLE 5	5.2.2 add:	<p><u>Pipe culvert</u></p> <p>Stormwater pipes will be laid on a Class C bedding as detailed on drawing LB-1 of SABS 1200 LB.</p> <p>All stormwater pipes shall be concrete spigot and socket pipes with rubber rings to the manufacturer's specifications.</p>
PSLE 6	5.2.2 add:	<p>All stormwater pipes shall be concrete spigot and socket pipes with rubber rings to the manufacturer's specifications.</p>
PSLE 7	8.2.4 add:	<p>Cutting of ends of pipes shall not be measured separately but deemed included in the rate for supply and laying of pipes.</p>
PSLE 8	8.2.8 add:	<p>Excavation and backfilling for manholes, inlets, headwalls and the like shall not be measured separately, but shall be deemed to be included in the price tendered for the construction of such manhole, catch pit, junction box, headwall, etc. For headwalls, add item (d), which shall be measured and paid for complete as per the detail drawings for each culvert size category.</p>
PSLE 9		<p>Where connection into existing stormwater pipes, manholes, headwalls or culverts are scheduled, the extra over rate in the schedule of quantities is to allow for the excavation, cutting of the existing pipes or sides of inlet or culvert involved, extra brickwork, concrete, benching, reaming, trimming, making good, dealing with or interrupting water flow and any work necessary to complete the new connection. The rate shall allow for any costs arising from liaising with the officers of the Local Authority and for carrying out the work outside normal working hours if necessary.</p>

13. PSM Roads General

Clause	1200 M Clause No.	Action required																																				
PSM 1	6.3 add:	<p data-bbox="544 271 815 304"><u>Frequency of checks</u></p> <p data-bbox="544 338 1437 439">For the purpose of tolerance control the Contractor shall make sufficient checks at least to the applicable frequency set out in Columns 2 or 3 of the table below whichever is the greater :</p> <table border="1" data-bbox="560 533 1417 1592"> <thead> <tr> <th data-bbox="564 539 839 618">1</th> <th data-bbox="839 539 1110 618">2</th> <th data-bbox="1110 539 1412 618">3</th> </tr> <tr> <th data-bbox="564 618 839 685">OPERATING</th> <th colspan="2" data-bbox="839 618 1412 685">FREQUENCY OF CHECKS</th> </tr> <tr> <th data-bbox="564 685 839 920">CONSTRUCTION TOLERANCES BEING CHECKED</th> <th data-bbox="839 685 1110 920">AREA OR LENGTH TO WHICH ONE MEASUREMENT IS APPLIED, MAX</th> <th data-bbox="1110 685 1412 920">NUMBER OF MEASUREMENTS PER LOT, MIN.</th> </tr> </thead> <tbody> <tr> <td data-bbox="564 920 839 1055">Grade (Surface levels)</td> <td data-bbox="839 920 1110 1055">20 m</td> <td data-bbox="1110 920 1412 1055">3 points per cross-section</td> </tr> <tr> <td data-bbox="564 1055 839 1122">Width of section</td> <td data-bbox="839 1055 1110 1122">20 m</td> <td data-bbox="1110 1055 1412 1122">-</td> </tr> <tr> <td data-bbox="564 1122 839 1189"><u>Thickness of :</u></td> <td></td> <td></td> </tr> <tr> <td data-bbox="564 1189 839 1245">(a) Selected layer</td> <td data-bbox="839 1189 1110 1245">20 m</td> <td data-bbox="1110 1189 1412 1245">4</td> </tr> <tr> <td data-bbox="564 1245 839 1301">(b) Subbase</td> <td data-bbox="839 1245 1110 1301">20 m</td> <td data-bbox="1110 1245 1412 1301">4</td> </tr> <tr> <td data-bbox="564 1301 839 1379">(c) Base</td> <td data-bbox="839 1301 1110 1379">20 m</td> <td data-bbox="1110 1301 1412 1379">4</td> </tr> <tr> <td data-bbox="564 1379 839 1447">Cross-section</td> <td data-bbox="839 1379 1110 1447">20 m</td> <td data-bbox="1110 1379 1412 1447">-</td> </tr> <tr> <td data-bbox="564 1447 839 1514">Smoothness</td> <td data-bbox="839 1447 1110 1514">40 m</td> <td data-bbox="1110 1447 1412 1514">-</td> </tr> <tr> <td data-bbox="564 1514 839 1581">Cut and fill slopes</td> <td data-bbox="839 1514 1110 1581">20 m</td> <td data-bbox="1110 1514 1412 1581">-</td> </tr> </tbody> </table>	1	2	3	OPERATING	FREQUENCY OF CHECKS		CONSTRUCTION TOLERANCES BEING CHECKED	AREA OR LENGTH TO WHICH ONE MEASUREMENT IS APPLIED, MAX	NUMBER OF MEASUREMENTS PER LOT, MIN.	Grade (Surface levels)	20 m	3 points per cross-section	Width of section	20 m	-	<u>Thickness of :</u>			(a) Selected layer	20 m	4	(b) Subbase	20 m	4	(c) Base	20 m	4	Cross-section	20 m	-	Smoothness	40 m	-	Cut and fill slopes	20 m	-
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14. PSMFL Base (Light Pavement Structures)

Clause	1200 MFL Clause No.	Action required
PSMFL 1	2.3.2 add:	For the purposes of this contract, natural gravel base shall be extended to include recovered material from existing layerworks.
PSMFL 2	3.1.2 add:	For the purposes of this contract, material derived from recovered processes shall be classified as soft.
PSMFL 3	3.2 add:	For the purposes of this contract, base shall be classified as a natural gravel base as per PSMFL 1.
PSMFL 4	3.3.1 replace:	For the purposes of this contract, the quality of base material recovered will be as determined after testing of the top 200mm of existing layerworks as ordered by the Employer’s Agent, and after mechanical blending in order to obtain a G5 quality material as specified in 3.3.3 of SABS 1200M. “top up” base brought in from commercial sources shall comply with the requirements for type G4 as specified in 3.3.3 of SABS 1200M.
PSMFL 5	8.3.13: replace	Overhaul is not applicable. All haul is free haul.

15. PSMJ Segmented Paving

Clause	1200 MJ Clause No.	Action required
PSMJ 1	3.1.2 add:	Blocks shall be 60mm thick shape S-A Class 1 in herringbone laying pattern in accordance with SANS 1058: 2012.
PSMJ 2	3.3 add:	The grading of the sand as specified shall be strictly adhered to, sand shall be tested on a continuous and regular basis and the results submitted to the Employer’s Agent for approval.
PSMJ 3	5.1.1 add:	The tolerance requirements of Clause 6.2 for Degree I Accuracy shall apply.
PSMJ 4	5.4 add:	Only competent, qualified and fully trained pave layers shall be permitted to undertake the laying of the paving units.
PSMJ 5	8.2.1 to 8.2.4 replace:	<p><u>The unit of measurement</u></p> <p>The unit of measurement shall be m<sup>2</sup> and shall cover the following operations :</p> <p>Supply and laying of the pavers on a 25mm sand bedding layer, compacted to 20mm. Including vibrating and brooming in of sand to lock up the blocks and rolling the finished product for final lock up using a 20t PTR roller on Roadworks. Lock up on sidewalks is not required.</p> <p>Cutting and filling in gaps with concrete will not be measured separately and shall be included in the rate to supply and lay. No additional costs will be entertained.</p> <p>Paving edge restraints (kerbing and channels) and concrete cut-off beams will be measured separately under 1200 MK and PSMK.</p>



16. PSMM Ancillary Roadworks

Clause	1200 MM Clause No.	Action required
PSMM 1	3.1.1 add: 5.1.2.1 add:	Guard rails to be: Armco Flex-beam Standard W – sections 2,8 mm thick, galvanised (or similar and approved) erected in accordance with manufacturer's specification.
PSMM 2	3.1.2.1 add:	Timber to be used: Eucalyptus in accordance with SABS 754.
PSMM 3	3.2.2 add:	Grade steel to be used: Gr 43. All steel to be galvanised.  Post shall be 62 mm galv tubing to BS 1387.
PSMM 4	3.2.5 add:	No composite or particle boards shall be used.
PSMM 5	3.3.2 replace:	<p>All road marking paint for use on this contract shall be thermoplastic as follows;</p> <p>Thermoplastic road marking material shall comply with the requirements of EN 1436, and EN 1423: 1998 for drop-on glass beads for road marking and anti-skid aggregates and mixtures thereof. Blending of thermoplastic road marking material and glass beads shall comply with EN 1424: 1998.</p> <p>The binder shall be an elasticized synthetic resin and the material shall be reflectorized by mixing in 25% by mass Class A glass beads in accordance with EN 1424: 1998. An additional topping of glass beads shall be applied to the hot surface of the material for instant retro-reflectivity.</p> <p>The white road marking material shall contain 6% by mass minimum titanium dioxide content and shall have a skid resistance of 45 S.R.T. – units or higher. SABS Method 1248: 1995 shall be used for determination of traffic wear index; indication of durability.</p> <p>The following minimum lumination values are required for the completed product:</p> <ul style="list-style-type: none"> <li>• 250 mcd/m<sup>2</sup>.lux &amp; 120 mcd/m<sup>2</sup>.lux for white &amp; yellow lines respectively, at 30 days after application.</li> <li>• 150 mcd/m<sup>2</sup>.lux &amp; 75 mcd/m<sup>2</sup>.lux for white &amp; yellow lines respectively, at 12 months after application.</li> </ul> <p>Determination of coefficient of retro-reflected luminance by means of portable retro-reflectometer shall be carried out using SANS 6261: 2008. Application of the permanent road marking will thus have to be performed just prior to the commencement of the defects liability period. The measurement of the retro-reflected luminance must then be carried out by the Contractor at the end of the defects liability period.</p>

Clause	1200 MM Clause No.	Action required
PSMM 6	5.2.4.1 add:	<p>Should the coefficient fall below the requirements, the Contractor will be required to remedy the defective sections prior to the final release of retention. The costs for the above must be included in the Contractors rates for the application of road marking. No additional costs will be entertained as a result of this requirement.</p> <p>Two-component cold plastic road marking material shall be used for symbols, arrows and letters (hand painted markings) unless otherwise instructed by the Engineer.”</p> <p>Supports shall be installed in holes at least 800 mm deep and backfilled with 1:12 cement: Soil mixture as specified.</p>
PSMM 7	5.3.4.3 replace:	<p>Thermoplastic road marking shall be applied at a nominal rate of 2,5 kg/m<sup>2</sup> to achieve a minimum thickness of 1,25mm to 1,5mm or as directed by the Engineer. The two-component road marking material shall be applied by hand by means of a trowel. The desired symbol or line shall be marked with a tape or a template on the road surface. Thereafter apply the required volume of material and spread uniformly over the entire area. When dry/set, remove the tape or template. A spreading rate of 4,5kg/m<sup>2</sup> is estimated to achieve a 2,0mm material thickness.</p>
PSMM 8	5.3.5 replace:	<p>The thermoplastic road marking material and two-component road marking material shall contain insitu glass beads of minimum content of 25% in order to obtain night visibility (reflectivity). The contractor shall immediately apply additional glass beads at 400g/m<sup>2</sup> to obtain immediate reflectivity. The beads shall be sprayed onto the road marking layer by means of a pressure sprayer. Where letter, symbol, traverse line and island road marking is undertaken by hand, the glass beads may be applied by hand if approved by the Engineer. Prior to any hand application work, the contractor shall first request approval from the Engineer. Beads shall be applied in accordance with EN 1424.</p>
PSMM 9	7.1 add:	<p>Before painting any permanent road markings, the Contractor shall satisfy himself and the Engineer, by painting test lines on a section of pavement other than the section required to be marked:</p> <ul style="list-style-type: none"> <li>(i) that the painting machine is in good working order and properly adjusted;</li> <li>(ii) that the operator is fully experienced; and</li> <li>(iii) that the machine sprays at the specified rate of paint application.</li> </ul> <p>The Contractor shall bear the cost of all materials and workmanship required for the above plant tests.</p>
Clause	1200 MM Clause No.	Action required

		In addition, the Contractor shall conduct random paint thickness tests and dip/spread tests as required by the Employer's Agent.
PSMM 10	8.3 add:	Payment shall be per unit supplied and erected inclusive of all materials, labour, etc. necessary to complete the sign.
PSMM 11	8.3 replace:	Payment shall be per unit supplied and erected inclusive of all materials, labour, etc. necessary to complete the sign.
PSMM 12	8.4.1 replace the heading:	<u>Thermoplastic paint with glass beads as per PSMM 5, 7, 8 &amp; 9.</u>
PSMM 13	8.4.2 replace:	No variations from the application rates stated in the project specifications will be entertained. Any variations must be included in the tendered rates under 8.4.1.

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17. PSMK Kerbing and channelling

Clause	1200 MK Clause No.	Action required
PSMK 1	3.2.1 add:	Precast kerbs shall be as per detail drawings.
PSMK 2	5.2 amend:	Precast concrete kerbs shall be laid as per the detail drawings in 1m lengths on straights and 0.5m on curves.
PSMK 3	5.5 replace:	Cast in-situ concrete chutes, transitions and channel accesses shall be cast in panels. Panels shall be cast in alternative sections. A 10mm wide softboard joint shall be formed at panels as indicated on the detail drawings. The joint shall be raked out to a depth of 25mm and sealed with an approved polysulphide sealant. Trimming for chutes, transitions and channel accesses shall be included in the rate for concrete, and not measured separately.
PSMK 4	5.6 replace:	Cast in-situ concrete lined open drains / channels shall be cast in panels as indicated on the detail drawings for each channel Type. Panels shall be cast in alternative sections. A 10mm wide softboard joint shall be formed at panels as indicated on the detail drawings for each channel type. The joint shall be raked out to a depth of 25mm and sealed with an approved polysulphide sealant. Trimming for channels shall be included in the rate for excavation, and not measured separately.
PSMK 5	5.13 new:	Class 25/19 cast in-situ concrete cut-off beams for concrete paving in terms of 1200 MJ shall be cast in panels of 1m. Panels shall be cast in alternative sections. A 10mm wide softboard joint shall be formed at panels as indicated on the detail drawings for each channel type. The joint shall be raked out to a depth of 25mm and sealed with an approved polysulphide sealant. The rate shall include for excavation in all materials and trimming of excavations, and not measured separately.
PSMK 6	5.14 new:	Class 25/19 cast in-situ concrete for vehicular and pedestrian scoops. The rate shall include for excavation in all materials and trimming of excavations, and not measured separately.
PSMK 7	8.2.1 replace:	The unit of measurement shall be per meter of precast kerb and measured on the slope. The rate shall include all labour, plant and materials required to construct the precast concrete kerb and base as per the detail drawing (this includes any additional materials required to obtain the required strength concrete). Shuttering and jointing will not be measured separately but will be deemed to be included in the rate. The rate shall also include for all excavation required to ensure the required thickness required screed and concrete is obtained.

Clause	1200 MK Clause No.	Action required
PSMK 8	8.2.2 replace:	The unit of measurement shall be per meter of cast in-situ kerb and channel measured on the slope. The rate shall include all labour, plant and materials required to construct the edge restraint as per the detail drawing (this includes any additional materials required to obtain the required strength concrete). Shuttering and jointing will not be measured separately but will be deemed to be included in the rate. No separate item shall be scheduled for curved sections as this will be deemed to be included in the rate for straight sections. The rate shall also include for all excavation required to ensure the required thickness required screed and concrete is obtained.
PSMK 9	Replace 8.2.5 & 8.2.6:	The unit of measurement shall be per cubic meter of concrete measured in accordance with the dimensions on the detail drawings for each type of chute, transition or channel access. The rate shall include all labour, plant and materials required to construct the chute, transition or channel access as per the detail drawing (this includes any additional materials required to obtain the required strength concrete and layerworks below concrete structures). Shuttering, reinforcing and jointing and any other ancillaries will not be measured separately, but will be deemed to be included in the rate.
PSMK 10	Replace 8.2.7 to 8.2.13:	The unit of measurement shall be per cubic meter of concrete measured in accordance with the dimensions on the detail drawings for each channel type. The rate shall include all labour, plant and materials required to construct the channels as per the detail drawing for each type of channel (this includes any additional materials required to obtain the required strength concrete). Shuttering, reinforcing and jointing and any other ancillaries will not be measured separately, but will be deemed to be included in the rate.
PSMK 11	New 8.2.14:	The unit of measurement shall be the meter length of concrete cut-off beam measured neat (200mm x 350mm deep). The rate shall include all labour, plant and materials required to construct the cut-off beams (this includes any additional materials required to obtain the required strength concrete). Shuttering, jointing and any other ancillaries will not be measured separately, but will be deemed to be included in the rate.

#### **C3.4.1.2.4 Particular / Generic specifications**

The following Particular Specifications will form part of this contract document and cover work not covered under the Standard Specifications or variations to the standard specifications. These Particular Specifications are not to be read in isolation but must be read in conjunction with the entire Contract Document. They are not stand alone specifications.

#### **PA TRIMMING OF THE SITE**

##### **PA 1 Description**

The work described in this Section consists of clearing and removing, from the site, after completion of construction, all surplus material, rubbish and temporary works, the trimming and finishing-off of the site and the works and the restoration of damaged property all to the satisfaction of the Employer's Agent.

##### **PA 2 Roads**

Roads shall be cleared of all stones, earth, debris, rubbish and litter and all temporary barricades, etc. shall be removed after the necessary approval has been obtained from the Employer's Agent for their opening to traffic. Streets shall be left in a clean and tidy condition.

##### **PA 3 Temporary Roads and Detours**

All construction roads and detours falling within and outside road reserves shall be scarified to a depth of at least 150 mm and be levelled-off with the original ground surface. All surplus material from excavations, loose stones, rubbish, debris and litter shall be removed and all unevenness such as temporary embankments, trenches, holes, etc. shall be trimmed and shaped level with the surrounding ground.

##### **PA 4 Platforms / Detention Ponds and Surrounding areas**

Platforms / detention ponds and surrounding areas shall be trimmed and shaped to the required grade and cross-sections by means of self-propelled graders, supplemented by handwork to produce smooth surfaces and slopes and uniform cross-sections. Care shall be taken not to damage the completed surfacing, kerbing, catch pits, junction boxes or other structures when executing this work. Damages of any kind shall be duly corrected at the Contractor's own expense.

Under no circumstances shall graders be allowed to run on finished bituminous surfacing when shaping sidewalks or shoulders. Dragging, pushing or scraping material along or across finished bituminous surfacing will not be permitted.

##### **PA 5 Entrance to Properties and Side Slopes**

Access roads and entrances as well as the slopes of fills and excavations shall be trimmed and shaped to produce smooth surfaces and uniform cross-sections. All intersecting slopes shall be neatly rounded.

All surfaced driveways to erven as well as boundary fences, walls and other structures which may have been damaged or interfered with in the course of the construction work, shall be carefully restored to their original condition. Where road levels have been raised or lowered access roads shall be accordingly rebuilt to the same standard as existed before commencement of construction work.

PA 6 Pipelines

The Contractor shall trim the routes of stormwater pipelines, to a neat and workmanlike condition. All remaining un-used concrete, surplus stone, soil, sand and cement together with all rubbish and waste materials shall be removed from the site. The surfaces of compacted backfilling shall be neatly trimmed and shaped to not more than 100 mm or less than 50 mm above the surrounding ground surface.

PA 7 Earth Fill and Backfilling

In the event of a subsidence, caving-in or settlement of earth fill or backfilling occurring prior to the elapse of the maintenance period but after the site has been trimmed, the Contractor shall repair at his own expense such defects without delay by partly excavating as directed by the Employer's Agent and backfilling and compaction as originally specified.

PA 8 Disposal

Disposal of all surplus and waste material which has to be removed from the Site in accordance with the provisions contained in this Section shall be undertaken and carried out as specified under Clause PSC.1 of the Specification.

PA 9 Measurement and Payment

A lump sum shall be tendered for trimming of the site. Payment shall only be effected after issuing of the practical completion certificate and under no circumstances will part payments be made while construction work is still in progress.

## C3.5: MANAGEMENT

### C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1	Applicable SANS 1921 standards	<p><b>The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:</b></p> <ol style="list-style-type: none"> <li>1) <b>SANS 1921-1:2004: General Engineering and construction works</b></li> <li>2) <b>SANS 1921-4:2004: Third Party Management Support in Works Contracts</b></li> </ol> <p>The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.</p> <p>Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.</p> <p>The associated Specification Data is as follows:</p> <p><b>SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works:</b></p>	
		Clause No.	Specification data
		<b>Essential Data and Variations</b>	
		4.1.7	Requirements for drawings, information and calculations for which the contractor is responsible. See Contract Data sub-clause 4.3.3. There are no requirements for the permanent works design.
		4.2.1	The responsibility strategy assigned to the contractor for the works is <b>A</b> .
		4.2.2	The structural engineer is: Mrs. E. Pillay of LA Consulting Engineers (Pty) Ltd.
		4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <p>The Contractor must programme his work in such a way as to achieve the final completion within the Time for Completion. The Employer's target for the overall time for completion of the Works is twelve (12) months including all special non-working days and days allowed for clauses 5.3.2 and 5.3.3 of the Contract Data.</p> <p>In terms of the EME/QSE packages required to be let out in terms of the Contract, it will be the Contractor's responsibility ensure that the EMEs/QSEs remain on programme through effective management of the works. This function is the sole responsibility of the Contractor. Support services to the Contractor in the form of third-party management support will be provided by the Employer to assist the Contractor. This, however, does not negate the Contractor's responsibility to procure and manage EME/QSE sub-contractors in terms of the requirements of the Contract.</p> <p>The Contractor must provide detailed method statements for each activity of the works (including work carried out by EMEs/QSEs and any other sub-contractors). All such method statements must be approved by the Employer's Agent in writing prior to commencement of each activity.</p> <p>The Contractor shall within 7 days of being awarded the contract, provide a detailed programme showing how he proposes to carry out the Works and clearly indicating the programme critical path, together with anticipated expenditure in a cash flow table and graph. The programme shall detail</p>



		<p>separately the various construction activities involved with each of the elements of the contract and shall be subject to the approval of the Employer's Agent. The programme is also to detail the works packages of the EMEs / QSEs and the anticipated start and end dates.</p> <p>When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia (see sub-clause 5.6.2 of GCC 2015):</p> <ul style="list-style-type: none"> <li>a) expected weather conditions and their effects as detailed in the contract data. These days are to be clearly indicated on the critical path for each month,</li> <li>b) known physical conditions or artificial obstructions. These must be clearly indicated on the critical path,</li> <li>c) searching for, dealing with and carrying out alterations to the existing services,</li> <li>d) the accommodation and safeguarding of public access and traffic,</li> <li>e) the design, testing and approval of all mix designs. Provision for testing by the Contractor and approval by the Employer's Agent for each element of the works must be indicated on the programme</li> <li>f) the reasonable requirements and programmes of domestic sub-contractors,</li> <li>g) the implementation, training and mentoring as well as expected production rates of the EMEs / QSEs.</li> <li>h) dealing with water on site,</li> <li>i) any other contractor risk items identified in the Project Risk Register submitted with the Construction Programme in terms of sub-clause 5.6.2.4 of the contract date.</li> </ul> <p>In addition to the submission of the programme and cashflow, the Contractor is required to submit the Contract Risk Register for review and approval of the Employer's Agent. The Contract Risk Register will be reviewed at each Site Progress Meeting and updated by the Contractor. It will be the Contractor's responsibility to maintain the Risk Register for the duration of the Contract (see sub-clause 5.6.2.4 of the Contract Data).</p> <p>During the course of construction, the programme shall be monitored weekly and the Contractor shall provide daily records of actual labour and plant returns.</p> <p>Contract Participation Goal targets must be monitored and controlled on a daily basis by the Contractor. Monthly reports must be submitted with the Contractor's payment certificate. Reports must be verified by the Third-Party Management Agent, Employer's Agent and CLO. Failure to submit will result in the rejection of the Payment Certificate. Failure to meet CPG's in terms of EMEs/QSEs and Local Labour will result in penalties being applied monthly as indicated in sub-clause 5.13.5 &amp; 5.13.6 of the Contract Data.</p> <p>Continual failure to meet targets will constitute non-performance, and if not remedied will result in termination of the contract.</p>
	4.3.3	The notice period for inspection is <b>1 Day</b>
	4.7.3	N/A
	4.9.3	N/A

		4.12.2	<p>The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the Employer are:</p> <p>Concrete pavers (3 No. per product type plus full set of test results from the supplier in terms of SANS 1058: 2012 for the last three months production – three sets)</p> <p>Samples for water reticulation fittings, valves, hydrants and water meters from chosen suppliers complete with test results.</p>
		4.12.2	<p>The fabrication drawings that the contractor is to provide and deliver to the employer are:</p> <p>All temporary works as indicated in sub-clause 4.3.3 of the Contract Data</p>
		4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>As indicated in the Project Specifications</p>
		4.14.5	<p>The Contractor is required to provide latrine and ablution facilities.</p>
		4.14.6	<p>The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:</p> <p>As indicated in the Project Specifications</p>
		4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>Certain Works forming part of this Contract will be carried out in the vicinity of existing services. Great care will have to be taken when working in proximity to these services. Information will be supplied to the Contractor by the Employer's Agent indicating the approximate positions of these services and the Contractor will be expected to locate these by hand excavation before any excavation operations commence. Any problems encountered shall be immediately brought to the attention of the Employer's Agent.</p> <p>The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request the latest available drawings showing the location of services already installed.</p> <p>In addition, certain items of work require to be connected to existing works. The new work must therefore be coordinated and arranged in such a manner so as to cause minimum interference with the existing work and must also be carried out so as to match and blend in with the existing work.</p>
		4.17.3	<p>Services which are known to exist on the site are:</p> <p>Where existing services are either indicated on drawings supplied to the Contractor or indicated on site, or in the course of excavation the Contractor shall lay bare any water mains, acid mains, pipes, cables, telegraph cables or telephone poles, or any existing structures, these shall be severely shored, strutted or slung and sufficiently protected to ensure that no damage shall be done to them until filling has been placed around them. In the case of electric and communication cables, if these shall be exposed in the course of excavation, the Contractor shall not refill the excavation around such cables until the cables have been inspected and passed as intact by their respective owners. The costs of exposing these services, protecting, maintaining and repairs necessitated by damage caused by the Contractor must be included in the rates measured as specified in Sub-Clause 8.3.2(a) of SABS 1200 DA.</p> <p>The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on</p>

			<p>Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.</p> <p>Where the Contractor is responsible for damage for which repairs have to be carried out by an outside authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's Payment Certificate. The Employer will attend to the payment of monies due to outside authorities</p>
		4.17.4	<p>The requirements for detection apparatus are:</p> <p>None</p>
		4.18	<p>(1) The additional health and safety requirements are:</p> <p>The tenderer is referred to the Employer's Health and Safety Specification contained in Appendix B.</p>
		4.22	<p>(2) The works to be undertaken by Nominated and Selected Subcontractors comprise:</p> <p>(see Project Specification C3.3)</p>
		<b>Additional clauses</b>	
		<b>Clause No.</b>	<b>Specification data</b>
		4.18.1.4	<p>1) In terms of section 43 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993): Construction Regulations, 2014, the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.</p> <p>2) The Contractor shall thus either employ his/her own competent resources, hire and/or train own resources until competency is achieved, or subcontract specialist competent resources in order to achieve compliance with the regulations.</p> <p>3) The Contractor shall note and comply with all requirements as contained in the Employer's General Health and Safety Specification contained in Appendix B.</p>
		4.19.3	<p>1) The Contractor shall conduct all operational activities in an environmentally friendly manner and endeavour to rectify impacts on the environment caused by operational activities.</p> <p>2) The Contractor shall conduct activities in a manner designed to avoid or minimise risk of harm to the environment and to human health and safety, including the effects of pollution, control of waste, litter, and disturbance to ecosystems disturbance to cultural heritage sites and loss of biodiversity.</p> <p>3) All applicable environmental legislation shall be complied with.</p> <p>4) The Contractor shall comply with the requirements of the Employer's Environmental Management Plan contained in Appendix C.</p>
		<p><b>SANS 1921-4, Construction and management requirements for works contracts – Part 4: Third-party management support in works contracts:</b></p> <p><b>Replace this standard with Appendix C – Employment and Management of EME/QSEs</b></p>	

### **C3.5.1.2 Particular or Generic specifications**

- a) The following SABS 1200 standardised specifications for civil engineering construction are applicable:
  - i) SABS 1200 A : General
  - ii) SABS 1200 AB : Engineer's office
- b) The provisions of SABS 1200 A and SANS 1200 AB take precedent over the provisions of any part of SANS 2001 that is applicable to the Contract. The variations and additions to these specifications are described in section C3.4.1.2 (applicable SABS 1200 standardised specifications)

### **C3.5.1.3 Software application for programming**

- (3) In preparing the Construction Programme, the Contractor can either use Microsoft Excel, or Microsoft Projects.

### **C3.5.1.4 Methods and procedures**

#### **C3.5.1.4.1 Management and disposal of water** *(Read with SANS 1921 - 1: 2004 clause 4.6)*

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

#### **C3.5.1.4.2 Testing** *(Read with SANS 1921 – 1: 2004 clause 4.11)*

##### Process control

The Contractor shall arrange for all tests required for process control to be done by an accredited laboratory acceptable to and approved by the Employer's Agent.

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

##### Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

#### **C3.5.1.4.3 "As built" Information**

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be surveyed after construction and indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings at no cost, from the Employer's Agent. The Contractor must provide as-built survey information in digital format. In addition, the Contractor shall provide a copy of all quality control test results signed off by the Employer's Agent as part of the as-built information submission.

The Completion Certificate shall only be issued after the Employer's Agent has received a properly completed set of "As Built" drawings and signed off test results from the Contractor. This set of information shall be approved and signed by the Contractor's Contracts Manager. A separate measurement item has been allowed for under Section 1 of the Bill of Quantities to fulfil the requirements of this clause. No additional payment will be entertained as a result of this requirement.

#### **C3.5.1.4.4 Security of Contractor's Site**

The provision of security for the Contractor's Site Establishment (including the Employer's Agent's facilities) shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered.

#### **C3.5.1.4.5 Information supplied by Employer**

Certain information contained in these Contract Documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the Tender Drawings.

#### **C3.5.1.4.6 Finishing and Tidying**

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the closest co-operation with other Contractors.

#### **C3.5.1.4.7 Co-operation with other Authorities**

In general, services by others will be relocated prior to work commencing or installed after the Contractor has substantially completed the work covered by this Contract. However, should it be deemed by the Employer's Agent that it would be in the best interest of the Employer that the installation of services by others in any sector should

be permitted to proceed, before the Contractor has substantially completed his own work under the Contract, he shall afford all reasonable facilities by way of access and working space to the parties responsible for the installation of these services.

It will be necessary also to install ducts under roads for the accommodation in the future of electrical and telephone service cables. The marking and positive identification of such ducts, in co-operation with the authorities concerned, is to be considered as one of the responsibilities of the Contractor.

#### **C3.5.1.4.8 Quality plans and control**

*(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's Agent. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) plan on site. This QA Plan must be submitted to the Employer's Agent for approval in terms of the contract data. The Employer's Agent will audit the Contractor's quality assurance (QA) Plan on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure. The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA Plan. His attention is drawn to the fact that it is not the duty of the Employer's Agent or the Employer's Agent's representative to act as foreman or surveyor.

#### **C3.5.1.5 Environment**

##### **C3.5.1.5.1 Management of the environment** *(Read with SANS 1921 - 1: 2004 clause 4.19)*

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

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

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

(b) Fires

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

Employees of his subcontractors are able to identify themselves as members of the construction team.

In addition to the above, the Contractor's attention is also drawn to Appendix C – Environmental Management Programme of this Tender Document.

### **C3.5.1.6 Accommodation of traffic on public roads occupied by the Contractor**

Where the Work borders on or join into existing roads and where the works affect the operation and / or safety of road-users, the Contractor shall erect adequate traffic signs that conform to the requirements of the latest edition of the S.A. Road Traffic Signs Manual, maintain and keep them in good order.

(4) The operation of construction vehicles on existing roads shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

(5) If the Contractor use existing roads for the hauling of materials to or from site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

(6) Where work is to be executed close to or within existing properties, the Contractor shall ensure that at all times pedestrian and vehicle access are provided for property owners. Where crossing of existing accesses are to be done, the Contractor must liaise with the relevant property owners regarding the time and period when such access will not be available. However, access shall be made available between 17:00 and 07:00 on weekdays and on Saturdays and Sundays.

### **C3.5.1.7 Other Contractors on site**

Due to the fact that there are existing services in the area, the following services operated by Government Departments may be required to work within the site during the construction period. These services may affect the Works:

- (a) Electricity underground cables and / or overhead lines
- (b) Telephone underground cables and / or overhead lines
- (c) Water Reticulation
- (d) Stormwater lines
- (e) Sewer Lines
- (f) Road maintenance teams

### **C3.5.1.8 Testing, completion, commissioning, and correction of defects**

(7) In terms of the Contract Data, the Works are to be constructed using the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering (SAICE). In terms of Clause 5.14.2, a Practical Completion Certificate will only be issued once all of the works are practically complete for their intended use. For the purposes of this project, no partial completion will be entertained.

(8) Once Completion has been reached in terms of Clause 5.14.4, the works will be handed over to the Sundays River Valley Municipality (SRVM). A Completion Certificate will only be issued once all of the snags listed in the Practical Completion Certificate (including all As-built Information in terms of C3.5.1.4.3 above).

(9) In terms of the Contract Data, the Defects Liability Period is 12 months from the date of Completion of the Works in terms of Clause 5.14.4. Any defects which may be discovered during the Defects Liability Period or at the end of the Defects Liability Period will be remedied in terms of Clause 7.8 of GCC 2015.

(10)

### **C3.5.1.9 Recording of Weather**

#### Adverse Weather Conditions

The numbers of days per month on which work is expected not to be possible as a result of normal rainfall, for which the Contractor shall make provision, is given in item No. 28 of the Contract Data (C.1.2) of this Tender Document. The method whereby an extension of time due to abnormal rainfall will be determined is as follows:

- (1) Abnormal rainfall for each calendar month shall be the total working days in the month under consideration during which the Contractor is unable to proceed with his operations as specified under (2) below, less the number of days (from the Contract Data) representing normal rainfall for the month under consideration
- (2) The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Employer's Agent agrees that no work was done or was capable of being done on any item shown on the critical path of the updated construction programme. Items which are not shown on the critical path and have been affected by abnormal climatic conditions shall not be considered for extension of time. Annual holidays, Sundays and the special non-working days as listed in the Contract Data, shall be considered as non-working days.

### **C3.5.1.10 Format of communications**

(11) The Contract shall keep a triplicate Site Instruction Book and separate Site Diary on site. Site Instructions will be issued to the Contract by the Employer's Agent or his designated representative. The Site Instruction Book is for the sole use of the Employer's Agent, and the Contractor will not be permitted to communicate via this book. The Contractor will be required to complete the Site Diary for each and every day of the contract, from the commencement date through to the day that the Contractor de-establishes. The Contractor must record the following information in the Site Diary:

- Date
- Weather conditions
- Plant and labour on site
- Daily activities
- Information required
- Frustrations
- Requests for inspections
- Incidents

(12)



(13) Under no circumstances will the Contractor be permitted to communicate directly with the Employer or the public. All correspondence for the contract must be directed through the Employer's Agent.

(14)

#### **C3.5.1.11 Key personnel**

(15) The Contractor will be required to submit Curriculum Vitae of all Key personnel for approval by the Employer's Agent prior to commencing duties on site. Any changes to personnel must be approved by the Employer's Agent.

(16) In addition, the Contractor must provide the Employer's Agent with a schedule of plant and labour on site. This schedule must be submitted to the Employer's Agent at the beginning of each and every Site Meeting.

#### **C3.5.1.12 Management meeting**

(17) Monthly Site Meetings will take place during the contract duration. The Contractor must ensure that his Contract Manager attends the Site Meetings. Should the Contracts Manager for the contract be unable to attend, then a nominated representative with equal authority must attend instead. This person must have the necessary authority to make any decision which could be made by the "responsible person".

(18) The attendance of Site Meetings by Sub-Contractors will only be permitted by special written request by the Contractor, or specifically requested by the Employer's Agent.

#### **C3.5.1.13 Forms for contract administration**

(19) Standard forms for payment certificates and reporting will be issued to the Contractor during the course of the Contract.

#### **C3.5.1.14 Electronic payments**

(20) Arrangements for electronic payment of payment certificates will be made between the Contractor and Employer during the Site Handover Meeting.

#### **C3.5.1.15 Daily records**

##### **C3.5.1.15.1 Instructions by the Employer's Agent**

Site instructions by the Employer's Agent, addressed to the Contractor at his works office on site will be numbered consecutively in a triplicate book supplied by the Contractor and will be deemed to have been received by the Contractor's representative unless a break in the sequence of numbers is brought to the notice of the Employer's Agent in writing immediately.

##### **C3.5.1.15.2 Site Diary**

The Contractor must keep a triplicate site diary on site, which must record the daily site activities, plant, site supervision, rainfall, site visitors, etc. This diary must be filled in daily and signed by the Contractor's Representative. Failure on the Contractor's part to keep proper records will count heavily against him in assessing any claims, which may occur during the contract period.

#### **C3.5.1.16 Bonds and guarantees**

(21) The Performance Guarantee shall be as stated in the Contract Data (C.1.2 & C.1.3). 1 x copy of the guarantee is to be submitted to the Employer's Agent. Once approved, the Employer's Agent will then submit the guarantee to the Client for final approval.

#### **C3.5.1.17 Payment certificates**

(22) The Contractor will be allowed to submit a payment certificate on a monthly basis in terms of CGG (2015), Clause 6.10.1. Measurements must be agreed with the Employer's Agent's Representative by the 20<sup>th</sup> of each month, and the payment certificate submitted to the Employer's Agent by the 25<sup>th</sup> of each month.

#### **C3.5.1.18 Permits**

(23) None required.

(24)

#### **C3.5.1.19 Proof of compliance with the law**

(25) In terms of the Contract Data, the governing law is the law of South Africa. Should it be necessary during the Construction or Defects Liability Period for the Contractor to prove that he is abiding by the applicable law in terms of the Contract Data; the Contractor will be required to submit in writing to the Employer's Agent such proof.

#### **C3.5.1.20 Insurance provided by the Employer**

None, Contractor to provide insurance.

#### **C3.5.1.21 Neatness of the Site**

Progressive and systematic finishing and tidying will form part of this contract. Spoil, rubble, materials, equipment or unfinished operations shall not be allowed to accumulate unnecessarily and in the event of this happening, the Employers Agent shall have the right to withhold payment for as long as the condition prevails in respect of the relevant works in the area(s) concerned.

The general neatness and tidiness of the site is of particular concern. The Contractor shall therefore, on a day-to-day basis, keep the Works in a condition acceptable to the Employers Agent.

#### **C3.5.1.22 Maintenance of Access and Streets**

The operation of construction vehicles on existing roads or streets shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

All access roads used by the Contractor shall be maintained for the duration of the contract and shall be rehabilitated to their original condition on completion of the contract. The Contractor must note that no additional payment will be made for construction, maintenance and rehabilitation of any access roads

to the site.

#### **C3.5.1.23 Protecting the Site**

The Contractor shall be solely responsible for the protection of the Site against all damage to property, services, terrain, trees etc. If in the normal execution of this Contract, disturbance to the Site of the Works is necessary, the Contractor shall obtain the prior permission of the Employers Agent. After completion of this work, the Contractor shall reinstate the area concerned to its original condition at his own cost or as covered under the rates in the Bill of Quantities. The Employers Agent ruling of what was the original condition of the Site or part thereof shall be final.

If the Contractor fails to reinstate the Site, the Employer shall do the reinstatement and the Employers Agent shall establish the extent of the work as well as its costs. The Employers Agent ruling shall be final and payment for the work will be deducted from the Contractor's monthly certificate.

The Contractor shall ensure that his actions do not cause any nuisance to the public. Should spillages occur, the Contractor must adequately disinfect the work site, including the contaminated area.

## **HEALTH AND SAFETY**

### **C3.5.2 Health and safety requirements and procedures**

- a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:
  - (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
  - (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
  - (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
  - (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
  - (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the

Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.

- (vi) The Contractor shall furthermore, in compliance with Construction Regulations 2014 to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1) (a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.3 : Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 4(1) of the Construction Regulations 2014), which is attached as Appendix B.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

#### **C3.5.2.1 Protection of the public**

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

(27) As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.

#### **C3.5.2.2 Traffic control on roads**

Where the work borders on or join into existing roads and where the works affect the operation and / or safety of road-users, the Contractor shall erect adequate traffic

signs that conform to the requirements of the latest edition of the S.A. Road Traffic Signs Manual, maintain and keep them in good order.

The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the movement of traffic – Clause 5.1.1.1 SABS 1200 DA has reference.

The Contractor will be required to submit to the Employer's Agent for approval a layout plan indicating traffic accommodation for the works for each set up. Approval of each set up by the Employer's Agent will not in any way preclude the Contractor from his responsibilities regarding traffic accommodation. The Contractor must employ a full-time traffic and safety officer for the duration of the contract. The officer will be responsible for all safety and traffic accommodation related matters.

# **PARTICULAR SPECIFICATIONS**

The following particular specifications are included:

- **PA: Environmental Management**
- **PB: Health & Safety Specifications**

# PARTICULAR SPECIFICATION: PA

## PA ENVIRONMENTAL MANAGEMENT

### ENVIRONMENTAL MANAGEMENT PLAN (EMP)

This document forms an integral part of the **Health and Safety Specification** and, in particular, shall be a part of the **ENVIRONMENTAL MANAGEMENT PLAN FOR CONSTRUCTION WORK**. The Contractor shall comply with the requirements of the following specification:

#### 1. Introduction

The following is a generic Environmental Management Plan to mitigate against “generally occurring impacts” associated with the construction phase of SARAH BAARTMAN MUNICIPALITY’s activities. The findings of this EMP will be implemented at all sites. The management of impacts associated with various categories of concern is discussed as separate topics, as indicated in Table 1(a) below.

**TABLE 1(a): Category of Concerns**

Paragraph number	Category of concern
1.1	Soil
1.2	Water
1.3	Air
1.4	Social and Cultural
1.5	Aesthetics
1.6	Archaeological and Cultural sites.
1.7	Flora
1.8	Fauna
1.9	Infrastructure
1.10	Safety
1.11	Waste
1.12	Rehabilitation and Site clearance.

#### 1.1 Soil

- a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and micro-organisms in the soil.
- f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project Manager.
- g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be coordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.
- h) Limited vehicular access is allowed across rocky outcrops and ridges.
- i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.

- j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and destabilized.
- k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- m) Runoff must be reduced by channeling water into existing surface drainage system.

## **1.2 Water**

- a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- b) Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- c) All fuel, chemical, oil, etc. spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralize the toxic effects prior to the entry into a water course.
- d) Oil absorbent fibers must be used to contain oil spilt in water.
- e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass downstream.
- f) Vehicular traffic across wetland areas must be avoided.
- g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWAF.
- i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.
- k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

## **1.3 Air**

- a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.
- b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilization agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site-specific study must be implemented.
- d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
- e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodors.
- f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent landowners.
- h) No loud music is allowed on site and in construction camps.
- i) No fires are allowed if smoke from such fires will cause a nuisance to IAPs.

## **1.4 Social and Cultural**



- a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
- c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
- d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
- e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.
- f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding veld for toilet purposes is not permitted under any circumstance.
- h) The Contractor must arrange for all his employees and those of his sub- contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
  - A basic understanding of the key environmental features of the work site and environments, and
  - Familiarity with the requirements of this document and the site-specific report.
- i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document endanger his/her life or cause him/her to damage the environment.
- j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimized by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
- k) The Contractor must maintain a detailed complaint register. This must be forwarded, together with solutions, to the authorities when requested.

## 1.5 Aesthetics

1. Scenic Quality
  - Damage to the natural environment must be minimized.
  - Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.
  - The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.
  - No painting or marking of natural features must be allowed.
2. Above-ground Structures (reservoirs, water hammer tanks, valve chambers, pump stations etc)
  - All above ground structures should be located in areas where the visual impact from roads, houses etc. is minimized.
  - All above ground structures could be treated or painted to blend in with the natural environment.
3. Cut and fill areas, river and stream crossings and other soil stabilization works must be constructed to blend in with the natural environment.
4. Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary

- for construction.
5. Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved to a new construction site.
  6. Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

## **1.6 Archaeology and Cultural Sites**

- a) All finds of human remains must be reported to the nearest police station.
- b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- c) Work in areas where artefacts are found must cease immediately.
- d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalized or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- e) A fence at least 2m outside the extremities of the site must be erected to protect archaeological sites.
- f) All known and identified archaeological and historical sites must be left untouched.
- g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

## **1.7 Flora**

- a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- b) The felling and/or cutting of trees and clearing of bush must be minimized.
- c) Bush must only be cleared to provide essential access for construction purposes.
- d) The spread of alien vegetation must be minimized.
- e) Any incident of unauthorized removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated topsoiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- g) No tree outside the footprint of the Works area must be damaged.

## **1.8 Fauna**

- a) No species of animal may be poached, snared, hunted, captured or willfully damaged or destroyed.
- b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- d) Disturbances to nesting sites of birds must be minimized.
- e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

## **1.9 Infrastructure**

- a) The relevant authorities must be notified of any interruptions of services, especially the Local Municipality, National Road Agency, TELKOM and ESKOM. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- b) The integrity of property fences must be maintained.
- c) No telephone lines must be dropped during the construction operations, except were prior

- agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.
- e) Storage Facilities
- Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
  - The Contractor must ensure that accidental spillage does not pollute soil and water resources.
  - Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
  - Cement must be stored and mixed on an impermeable substratum.
- f) Traffic Control
- All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.
  - Before any work can start the Local Traffic, Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.
- g) Access Roads
- The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.
  - Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.
  - Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.
- h) Batching Plants
- Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing is complete, all waste concrete must be removed from the batching area and disposed of at an approved dumpsite. Storm water must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.
- i) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.
- j) Blasting
- Blasting must not endanger public or private property.
  - Noise mufflers and/or soft explosives must be used to minimize the impact on animals.
  - All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50 of 1991 must be complied with.
  - The Contractor must take measures to limit fly rock.

## 1.10 Safety

- a) Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.
- b) Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.
- c) All tall structures must be properly earthed and protected against lightning strikes.
- d) Fire prevention  
The Contractor must take all the necessary precautions to protect the materials on site and to avoid veld fires.
  - No fires or open flames are allowed on site unless directly used for construction purposes, e.g. acetylene blowtorch.
  - Review all SABS standards relating to fire precautions and fire control namely, SABS 0131-3 Section 8 and SABS 089-1 or as amended.
  - The Contractor must have fire-fighting equipment and a first aid box available on site and on all vehicles working on site.
  - All waste bins must be kept away from fuel tank installations.
  - All fuel tanks must be installed above ground, depending on the volume of stored fuel, for easy detection of fuel leaks.
  - Any welding or other sources of heating of materials must be done in a controlled environment, wherever possible and under appropriate supervision, in such a manner as to minimize the risk of veld fires and/or injury to staff.
  - Fires lit for comfort (warmth) must be actively discouraged by the Contractor, due to the risk of veld fires and the risk to adjacent properties. Also, no waste material must be burnt.
- e) The process of excavation and back filling must be carried out as a sequential process following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must be fenced.
- f) The residents directly affected by open trenches must be notified of the dangers.  
This will be done during the site-specific phase.

## 1.11 Waste

### Solid Waste

- a) Littering on site and the surrounding areas is prohibited.
- b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- c) All bins must be cleaned of litter regularly.
- d) All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- g) Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- h) Waste must be recycled wherever possible.

### Liquid Waste

- a) The Contractor must install and maintain mobile toilets at work sites.
- b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

### Hazardous Waste

- a) No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- b) The Contractor must maintain a hazardous material register.

## 1.12 Rehabilitation

- a) When all major construction activities are completed, the site must be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- b) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.
- c) If waste products cannot be recycled, they must be disposed of at a permitted landfill site.
- d) All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
- e) Cut and fill areas must be restored and re-shaped.
- f) The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
- g) Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.
- h) The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
- i) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.

## 2. Monitoring

The correct and successful implementation of environmental management measures, to reduce negative impact on environmental conditions, is ensured by proper monitoring based on a firm programme.

### 2.1 Construction Phase

The Contractor and the Independent Environmental Consultant (IEC) must monitor the implementation of these management measures.

Monitoring should be focused to on-site conditions during the establishment of the site and for the full duration of the construction period when the site is operational.

The following Environmental Monitoring Programme is recommended:

ISSUE	FREQUENCIES OF MONITORING	RESPONSIBLE PERSON
WATER		
Prevention of water pollution Prevention of stagnant water on site. Proper functioning of sanitation facilities	Weekly in rainy season Weekly in rainy season Weekly	Contractor's Representative (CR)
SOIL		
Surface or gully erosion on site Soil contamination with oils If small, clean up. If large, appoint a suitable contractor for clean-up	Weekly in rainy season Monthly Immediate	CR C R C R
Air		

Control domestic fires. Heavy vehicle emission control. Dust control of access roads. Wetting when required.	Weekly Monthly Weekly inspection	CR C R C R
WASTE		
Efficiency of domestic waste collection.	Bi Weekly	CR
Prevention of burning of solid/liquid wastes on site.	Weekly	CR
Proper collection and containment of liquid wastes (petroleum, oils, paints, resins & cooking oils)	Monthly	CR
The recycling and/or disposal thereof.	Bi Weekly	CR
The collection and disposal of construction waste (concrete, wood, steel)	Monthly	CR
Collection of hazardous waste.	Bi Weekly	CR

WILDLIFE		
Weed Control	Weekly	CR
Control of illegal hunting or snaring of game, birds or other wild animals.	Weekly	CR
SOCIAL		
Inspect overall appearance of site. (paint work, cleanliness & housekeeping)	Weekly	CR
Resolve complaints	Daily	CR and IEC CR
Monitor behavior of labourers		
SAFETY		
Inspect road signs, pedestrian and vehicle behaviour	At least once a week	CR

### 3. Form for Completion

The following page contains a pro-forma for completion by the Contractor to assist with the implementation of the Environmental Management Plan. The style and content may be easily amended to suit all other identified environmental effects.

**IDENTIFICATION OF ENVIRONMENTAL AFFECTS**

**DATE:**  
**SITE:**

<b>CONTROLLED AND UNCONTROLLED EMISSIONS TO THE ATMOSPHERE</b>			
<b>LOCATION</b>	<b>TYPE OF EMISSION UNDER NORMAL OPERATING CONDITIONS</b>	<b>TYPE OF EMISSION UNDER ABNORMAL OPERATING CONDITIONS</b>	<b>TYPE OF EMISSION IN CASE OF INCIDENT, ACCIDENT OR POTENTIAL EMERGENCY SITUATIONS</b>



**PARTICULAR SPECIFICATION: PB**

**PB HEALTH AND SAFETY SPECIFICATIONS**



**SPECIFICATION IN ACCORDANCE TO CONSTRUCTION REGULATIONS 5(1)(b) OF  
OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993**

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## 1. **PURPOSE AND SCOPE**

This Health and Safety Specification is to assist in achieving compliance with the provisions of Occupational Health and Safety Act 83.1993 and its Regulations. The document describes the requirements of compliance to which the Principal Contractor and all Sub-Contractors must comply in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor and Sub-Contractors for the management of Health and Safety on the project.

This specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project. The scope also addresses legal compliance, hazards identification and risk assessment, risk control and promoting a health and safety culture amongst those working on the project. The specification also makes provision for protection of those persons other than employees.

## 2. **REFERENCE DOCUMENTS**

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act, (Act No. 130 of 1993)
- Construction Regulations 2014
- SBDM Health and Safety Specification and
- All other applicable pieces of legislations (SANS Codes)

## 3. **DEFINITIONS**

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

“Agent”

Means a competent person who acts as a representative for a client

“The Act”

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Regulations promulgated there under.

“Contractor”

Means an employer who performs construction work.

“Construction work”

Means any work in connection with –

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

“Designer”

Means a competent person who –

- Prepares a design.
- Checks and approves a design.
- Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer.
- An architect or engineer contributing to or having overall responsibility for a design.
- A building services engineer designing details for fixed plant.
- A surveyor specifying articles or drawing up specifications.
- A contractor carrying out design work as part of a design and building project.
- An interior designer, shopfitter or landscape architect.

“Hazard”

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

“Hazardous Chemical Substance (HCS)”

Means any toxic, harmful, corrosive, and irritant or asphyxiate substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

“Hazard Identification”

Means the identification and documentation of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

“Health and Safety File”

Means a file, or other record containing the information in writing required by Construction Regulations.

“SBDM”

SARAH BAARTMAN DISTRICT MUNICIPALITY

“Risk”

Means the probability that injury or damage will occur.

“Construction site”

Means an workplace where construction work is being performed.

## **4. RESPONSIBILITIES**

### **4.1 Notification of Intention to Commence Construction Work**

It is essential for the Contractor to notify the Provincial Director of the Department of Labour, immediately upon receipt of the Letter of Acceptance of project commencement and within seven (7) days before work is carried out, if the intended construction work will:

- Include the excavation work
- Include working at a height where there is risk of falling
- Include demolition of structure
- Include the use of explosives to perform construction work

A copy of the notification letter from the Provincial Director must be forwarded to SBDM for record purpose and the Principal Contractor’s safety file.

#### **4.2 Assignment of Contractor's Responsible Persons to supervise H&S on Site**

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the Occupational Health and Safety Act and Construction Regulations) prior to commencement of work.

#### **4.3 Competency for Contractor's Appointed Competent Person**

Contractor's competent person for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of a competent person in accordance with the Construction Regulations. Proof of competence for various appointments must be attached.

#### **4.4 Risk Assessment Competent Person**

The Contractor shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site.

#### **4.5 Health and safety file**

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File are attached as an addendum to this document. Upon completion of the construction work, the Contractor has to hand over a consolidated health and safety file to SBDM

#### **4.6 Health and Safety Organogram**

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

#### **4.7 Occupational Health and Safety Policy**

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

#### **4.8 Health and Safety Plan**

The Contractor shall provide and demonstrate to SBDM, a suitable, sufficiently documented and coherent site-specific Health and Safety Plan in accordance with this Specification. The Health and Safety Plan shall be submitted for approval to SBDM before work commences on the project.

#### **4.9 Health and Safety Representatives**

The Principal Contractor and the Sub-Contractors shall ensure at least one (1) Health and Safety Representative be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. The Principal Contractor and the Sub-Contractors shall ensure employees elected shall be designated in writing for a specific area and period of time. The Principal Contractor and all Sub-Contractors shall ensure that Health and Safety Representative(s) are trained to carry out their functions.

The designated persons shall be required to conduct monthly inspections within their area of responsibility, the records must be kept for SBDM auditing purposes and that deviations recorded are reported to the responsible supervisor so that appropriate action can be taken. The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

#### **4.10 Compensation for Occupational Injury and Diseases Act 130.1993 (COIDA)**

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

#### **4.11 Hazard Identification Risk Assessment (HIRA)**

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

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

The Principal Contractor shall ensure that all Sub-Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work

commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by SBDM. The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

#### **4.12 Health and Safety Committees**

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The Principal Contractor shall ensure that project health and safety meetings are held monthly, and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety meetings. Sub-Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85.1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

#### **4.13 Medical Certificate of Fitness**

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational Medicine Practitioner or Occupational Health Nurse Practitioner.

#### **4.14 Health and Safety Training**

Training of personnel is a legal requirement and a necessity and is required of the Principal Contractor to provide to SBDM a training Matrix which must be included in the Health and Safety Plan to be submitted prior work commencing on site.

Training should include the following but is not limited to:

##### **4.14.1 Induction Training**

The Principal Contractor shall ensure that all site personnel group undergo a risk specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file.

##### **4.14.2 Awareness Training**

The Principal Contractor shall ensure, on site, periodic toolbox talk take place at least once a week. These talks should deal risk relevant to the construction work at hand. A record of attendance shall be kept in a health and safety file. All Contractors have to comply with the minimum requirements. At least one of the toolbox talks shall be on any environmental related issues.

##### **4.14.3 Competency**

Training identified through the HIRA Process and conducted through this process shall be kept on file as proof of competency and training which must be made available to SBDM upon request. (This shall include operator competency training and assessments)

##### **4.14.4 First Aid and Health & Safety Representative Training**

Principal Contractor shall provide proof of competency of all Health and Safety Representatives elected and designated, including first aiders to SBDM, which must be available on site for auditing purposes.



#### **4.15 General Record Keeping**

The Principal Contractor and Sub-Contractors must ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing by SBDM.

Further to the requirements set out above, the Principal Contractor and the Sub-Contractors must also maintain records that may be defined through the risk assessment process, for auditing purposes. In accordance with the requirements set out in the Construction Regulations 2014 and the requirement set out in the SBDM Health and Safety Specification, the Principal Contractor and the Sub-Contractors must ensure a copy of all Health and Safety records generated during the course of construction, are handed over to SBDM upon completion of construction.

#### **4.16 Statistics**

The Principal Contractor and the Sub-Contractors must ensure injury and incident records (First Aid, Non-disabling, Disabling and fatality), training etc. referred to above are kept on site and submitted monthly to SBDM. All documents shall be made available to SBDM for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

#### **4.17 Health and Safety Audits**

Health and Safety audits shall be conducted once per month by SBDM OHS Officer or an Agent. The results shall be tabled and discussed at Health and Safety Committee meetings and at project meetings.

The Contractor must also conduct its own internal audits, the results of which must be submitted to SBDM monthly.

#### **4.18 Penalties**

Non-compliance with SBDM safety specifications will result in work stoppages and possible expulsion from site until the problem has been rectified. Costs will be borne by the Contractor.

#### **4.19 Emergency Procedures**

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

- a) List of key competent personnel;
- b) Details of emergency services;
- c) Actions or steps to be taken in the event of the specific types of emergencies;

d) Information on hazardous material/situations.

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

#### **4.20 First Aid Box and Contents**

The Principal Contractor and all Sub-Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times.

#### **4.21 Accident and Incident Reporting and Investigation**

Should an accident occur, the Principal Contractor shall conduct an investigation into the incident. The Principal Contractor must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the General Administrative Regulations 9, Annexure 1 form. (Recording and Investigation of Incident form).

The Principal Contractor shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Principal Contractor must ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

Should there be an incident; SBDM must be notified within 24-hours, of the occurrence. SBDM reserves the right to participate in all investigations into accidents or incidents.

#### **4.22 Hazards and Potentially Hazardous Situations**

The Principal Contractor shall immediately notify other Sub-Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities

#### **4.23 Personal Protective Equipment and Clothing**

The Contractor shall ensure that all workers are issued and wear the required personal protective equipment which will be determined through the HIRA process for each activity (Reference to General Safety Regulations 2). The Contractor shall ensure that employees are not allowed on site without proper personal protective equipment. However, the Contractor and all Sub-Contractors shall issue personal protective equipment to their employees free of charge. It is recommended for hygienic reasons that the

Contractor should provide two sets of overalls for each employee. The Contractor shall clearly outline procedures to be taken when personal protective equipment or clothing is:

- a) Lost or stolen;
- b) Worn out or damaged.

The above procedure applies to Principal Contractor and Sub-contractor, as they are all employers in their own right. The Principal Contractor must ensure adequate training in the use of personal protective equipment provided to all employees, and proof of training shall be kept at the office for auditing purposes.

#### **4.24 Safety Signage**

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

#### **4.25 Permits**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

#### **4.26 Public and Site Visitor Health & Safety**

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

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

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

#### **4.27 Contractors and their Sub-Contractors**

The Principal Contractor shall enter into an Agreement with SBDM in terms of Section 37(2) of the Occupational Health and Safety Act, 85.1993, and all other Sub-Contractors shall be appointed by the Principal Contractor.

The Principal Contractor shall also be required to appoint its Sub-Contractors in accordance with Construction Regulation 7(1)(c)(v).

The Principal Contractor shall assist and ensure that all Sub-Contractors comply with all of these requirements and adhere to the requirements set out in the OHSA.

#### **4.28 Construction Health and Safety Officer**

A contractor must, after consultation with the client and having considered the size of the project and the hazards or dangers that can be expected, the contractor shall appoint in writing a full-time or part-time Construction Health and Safety Officer. The appointed Health and Safety Officer shall be registered with a Statutory Body (SACPCMP) and will attend to all health and safety related matters of the project.

### **5. HEALTH AND SAFETY PRACTICE**

#### **5.1 Excavations**

The Principal Contractor and the Sub-Contractors shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Since this project is within the town, it is recommended that the wayleaves be requested from Eskom and Telkom, prior to excavation. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, must comply with the following requirements:

- (a). The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may affect the excavations stability and the findings are to be recorded and kept;
- (b). All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- (c). the safe working procedure shall be communicated to all employees who may be affected by the work; and
- (d). the safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- (e). for high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- (f). Material excavated shall be removed from the point of excavation.
- (g). Ensure stability of adjoining structures.

The Principal Contractor and the Sub-Contractors must ensure that a competent person is appointed in writing to control all excavating activities during construction.

## **5.2 Demolition**

The Principal Contractor and the Sub-Contractors must appoint a competent person in writing to supervise and control all demolition work on site.

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by SBDM. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations 2014.

During the demolition, the competent person shall check the structural integrity of the structure at regular intervals determined in the method statement in order to avoid any premature collapses.

## **5.3 Explosives and Blasting**

The Principal Contractor shall ensure where blasting is required with the use of explosives, that compliance with the Explosives Regulations.

The Principal Contractor must ensure that all work carried out in under the supervision of a competent person as defined in the Explosives Regulations which requires the competent person to have sufficient training and experience in, and knowledge of, the health and safety aspects of explosives deemed appropriate by the National Explosives Council or any other organization approved by the chief inspector of occupational health and safety.

The Principal Contractor must ensure a detailed blasting plan; emergency plan and site layout plan is submitted for approval to SBDM.

## **5.4 Stacking of Materials and Housekeeping**

The Principal Contractor and the Sub-Contractors must ensure that all stacking will be supervised by a person competent and appointed in writing to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping must also be maintained at all times as this will be inspected and evaluated by SBDM during monthly audits.

## **5.5 Hazardous Chemical Substances**

The Principal Contractor and Sub-Contractors must ensure the necessary training and information regarding the use and storage of HCS is provided to all personnel, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Principal Contractor and the Sub-Contractors must ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aiders must also be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be kept in a safety file at all times.

## **5.6 Fuel**

Bulk storage areas must be demarcated, secured and sign posted with the relevant warning pictograms. Bulk storage areas must be adequately bounded to ensure containment of 100% of the stored product. Re-fuelling must be conducted in designated re-fuelling areas only. Spill-kits must be available at all times in these designated areas. The surface of the bounded areas and walls must be of impermeable material. The bounded area must be sloped towards a collection pit.

## **5.7 Plant and Machinery:**

### **5.7.1 Construction Plant**

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

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (2015). The Principal Contractor and all relevant Sub-Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations must be available at all times for inspection by SBDM.

Vehicles shall not enter site with:

- Defective exhaust systems
- Serious oil or fuel leaks
- Unsafe bodywork or loads

- Non-standard equipment fitted.
- Improperly seated passengers
- Any obvious mechanical defects.

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

#### **5.7.2 Transport of Personnel**

The Principal Contractor and other Sub-Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle

#### **5.7.3 Pressure Equipment or Gas Bottles**

The Principal Contractor and all relevant Sub-Contractors shall comply with the Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand

#### **5.7.4 Fire Equipment**

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

#### **5.7.5 Hired Plant and Machinery**

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

#### **5.7.6 Scaffolding / Working at heights / Falsework / Formwork for Structures Fall Protection**

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations 2014 before this work is undertaken. SBDM must approve the fall prevention plan before work may commence.

Deviations found on any scaffolding, will result in the activity being stopped by SBDM until such time as compliance can be achieved.

#### **5.7.7 Lifting Machinery and Tackle (Includes Tower Cranes)**

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations 18 and the Construction

Regulations 22. There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

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

#### **5.7.8 Ladders and Ladder Work**

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

#### **5.7.9 General Machinery**

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

#### **5.7.10 Portable Electrical Tools / Explosive actuated fastening device**

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall ensure that all-



electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
  - Only authorised trained persons use the tools;
  - The safe working procedures apply;
  - Awareness training is carried out and compliance is enforced at all times; and
  - PPE and clothing is provided and maintained.
  - A register indicating the issue and return of all explosive rounds;
  - Ensure that the cartridges and explosive tool is lock up separately
- 
- Signs to be posted up in the areas where explosive actuated fastening devices are being used.  
**(WARNING – EXPLOSIVE ACTUATED FASTENING DEVICE IN USE - KEEP CLEAR).**

#### **5.7.11 Public Health and Safety**

In the interests of public safety, The Principal Contractor shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site. This awareness shall be in the form of posters and inductions for visitors on site and warning signs.

The Principal Contractor shall ensure that a copy of the Public Liability insurance is available prior the commencement of the project and is kept in a safety file at all times.

#### **5.7.12 Night Work**

Night work shall only be conducted with the same safety standard being applied for these activities as with day work activities with adequate luminance.

#### **5.7.13 Facilities for Safe Keeping / eating areas**

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

### **6. THERMAL REQUIREMENTS**

Subjects to the provisions of Environmental Regulations for Workplaces, no employer shall permit an employee to work in an environment in which the time-weighted average dry-bulb temperature taken over a period of 4 hours is < 6 degrees Celsius, unless the employer takes reasonable measures to protect

such employee against the cold and further takes all precautions necessary for the safety of such employee.

No employer shall require or permit an employee to work in a refrigerated environment in which the actual dry-bulb temperature is below 0 degrees Celsius unless the maximum exposure limit is observed and an appropriate PPE is provided to the employees.

## **6.1 Heat-stress**

This program targets employees working in conditions where:

- The measured WBGT- Wet Bulb Globe Temperature index exceeds 30 in 1 hour (as per the heat stress monitor).

- WBGT is a number which characterizes the thermal conditions in the environment calculated from wet bulb, globe and a dry-bulb thermometer.

## **6.2 Allowance for heat stress (work-rest cycles)**

The heat stress measurements must take place between 09:00 am and 15:00 pm and where the WBGT index exceeds 30, a 15 minutes break should be taken per hour.

### **First hour:**

09:00 to 10:00 – runs concurrently with the official tea break of between 10:00-10:15 therefore no allowance would be granted.

### **Second hour:**

10:00 to 11:00 = 60 minutes worked therefore 15 minutes break to be taken from 11:00-11:15

### **Third hour**

11:00 to 12:00= 60 minutes worked therefore 15 minutes break to be taken from 13:30-13:45

### **Fourth hour**

12:00 to 13:00 where the hour coincides with official lunch period no allowance would be granted, e.g. Official lunch period is 12:00 – 12:30 therefore no allowance would be granted.

### **Fifth hour**

14:00 to 15:00 = 60 minutes worked therefore 15 minutes break to be taken from 15:00 to 15:15

Therefore, the total allowance to be granted in a day is **45 minutes.** Permission to grant rest allowances must be authorized by the person in charge. **NB: Where the WBGT index exceeds 30 degrees Celsius employees must be encouraged to drink at least 600ml of water and rest in a shady area during the 15 minutes allowed.**

**7. ALCOHOL AND OTHER DRUGS**

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

<b>ANNEXURE A</b>		
<b>REQUIREMENT</b>	<b>OHSA REQUIREMENT</b>	<b>SUBMISSION DATE</b>
Notification of Construction Work	Construction Regulations	Before commencement on site
Appointment of the Principal Constructor	Construction Regulations	Before commencement on site
Letter of Good Standing	COIDA requirements	Before commencement on site
Initial Hazard Identification and Risk Assessment	Construction Regulations	Together with H&S plan
Safe Working Procedures	Construction Regulations	Together with H&S plan
Competency of Responsible persons	OHS Act & Construction Regulations	Together with H&S plan
All employees Valid Medical Certificate of fitness specific to	Construction Regulations	Before commencement on site

the construction work to be performed		
37(2) Agreement	OHS Act	Before commencement on site
Public Liability Insurance	OHS Act	Before commencement on site

<b>ANNEXURE B</b>		
<b>REFERENCE</b>	<b>APPOINTMENTS</b>	<b>RESPONSIBLE PERSON</b>
Section 16(2)	CEO Assignee	Contractor
Section 17	Health and Safety Representative	Contractor
Section 19	Health and Safety Committee Member(s)	Contractor
CR5(1) (k)	Principal Contractor	Client
CR 8(1)(2)	Construction Manager & sub-ordinate	Contractor
CR 8(5)	Construction Health & Safety Officer (Full-time or part-time)	Contractor
CR 8(7)	Construction Supervisor	Contractor
CR 9(1)	Person to carry out risk assessment	Contractor
CR 10(1)(a)	Fall protection planner	Contractor
CR 12(1)	Temporary works designer	Contractor
CR13(1)	Excavation Supervisor	Contractor
CR 14(1)	Supervisor demolition work	Contractor
CR 14(2)(3)	Demolition expert	Contractor
CR 16(1)	Scaffold supervisor	Contractor
CR 17(1)(8)(c)	Suspended platform supervisor & expert	Contractor
CR18(a)	Rope access supervisor	Contractor
CR 19(6)	Material hoist inspector	Contractor
CR 20(1)	Bulk mixing supervisor	Contractor
CR 21(2)(b)	Explosive actuated fastening device inspector	Contractor
CR 22(a)	Tower crane operator	Contractor
CR 23(1)(d)(i)	Construction vehicle & mobile plant operator & inspector	Contractor

CR 24(c)(d)	Temporary electrical installations inspector & controller	Contractor
CR 28(a)	Stacking and storage supervisor	Contractor
CR 29(h)	Fire equipment inspector	Contractor
GAR 8	Incident Investigator	Contractor
GSR 2(1)	Machinery Inspector	Contractor
GSR 3	First Aider	Contractor
GSR 13A	Ladder Inspector	Contractor
GSR 13(D)	Scaffolding Erector	Contractor
DMR 18	Lifting Machine & equipment inspector	Contractor

<b>ANNEXURE C</b>			
<b>What</b>	<b>When</b>	<b>Output</b>	<b>Accepted by Client</b>
Induction training	Every worker before he/she starts work	Attendance registers	
Awareness training	At least weekly	Attendance registers	
Health and Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents / accidents and investigation</li> <li>• Non-conformances by employees &amp; contractor</li> <li>• Internal &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Ongoing evaluation of procedure	Table the procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedure	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (methods statements) updated and signed off	
General inspections	Weekly & daily	<ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Excavations</li> <li>• Formwork &amp; support work</li> <li>• Explosive tools</li> </ul>	
	Monthly	<ul style="list-style-type: none"> <li>• Firefighting equipment</li> <li>• Portable electrical equipment</li> <li>• Ladders</li> <li>• Lifting equipment</li> </ul>	

List of contractor	List to be updated weekly	Table list, number of workers & Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman' compensation letter of good standing	
Construction site rule	Ongoing		



**ANNEXURE D**

Name and address of Project:

.....

.....

Reference	Y/N	Comment
<p>CR 6(1) (a)</p> <p>Has the designer familiarized himself with the Construction Regulations 2014 (particularly Regulation 6) and the Safety Standards incorporated into these Regulations?</p>		
<p>CR 6(1) (b)</p> <p>During the design stage, was the Client's Health and Safety Specifications given due consideration?</p>		
<p>CR 6(1) (c)</p> <p>The designer's report before the contract is put out to tender must include the following information:</p>		
<p>I. The structural design aspects that could have an effect on the pricing of construction work?</p>		
<p>II. The geotechnical-science aspects?</p>		
<p>III. The weight which the structure is designed to safely withstand?</p>		
<p>CR 6(1)(d)</p> <p>Has the designer communicated all known and anticipated hazards and risks associated with the construction of the designed structure?</p>		
<p>CR 6 (1) (e)</p> <p>As far as is reasonably practicable, are the dangerous processes and materials been eliminated or replaced in the design?</p>		
<p>CR 6(1) (f)</p> <p>Has due consideration been taken during the design stage, for the safe maintenance of the structure after its completion?</p>		
<p>CR 6 (g-i)</p> <p>Is the designer aware of his/her responsibility to carry out periodic site inspections to ensure that the structure is constructed correctly in accordance with the design?</p>		

<p>CR 6(1) (j)</p> <p>Have all ergonomic hazards been considered for the lifecycle of the structure (i.e. during construction and after completion)?</p>		
--	--	--

Designer's Title (e.g. Engineer, Architect): .....

Name of Designer: .....

Signature: .....

Date: .....

SARAH BAARTMAN MUNICIPALITY

**C3.6.1 Occupation Health and Safety Agreement**



**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT FOR THE REHABILITATION OF M STREET AND ALBERT STREET**

**BID NO: 60/2023**

I / We, (The Contractor) \_\_\_\_\_ have been engaged by the SBDM to perform work under Contract. I / We acknowledge that I / we have read and understand the agreement, instructions and regulations governing work at the SBDM and agree to attend to them while on the premises or sites for the duration of the aforesaid contract. I / we undertake to ensure that the provisions of the OCCUPATIONAL HEALTH AND SAFETY Act (Act No. 85 of 1993) are fully complied with.

I / We undertake to explain to all members of our staff, the various rules and regulations, as noted in the "Instructions to Contractors" of the Contractors Safety Obligations Document.

I / We have appointed \_\_\_\_\_ as the RESPONSIBLE PERSON for our site and have vested him/her with the necessary authority to rectify any irregularities which may be drawn to his/her attention.

I / We undertake to rectify all sub-standard conditions for which we are responsible. I / We accept that should we not rectify these timeously, they may be corrected by the SBDM and the cost debited to the contract price.

I / We also confirm that I / we are registered and in good standing with the Compensation Commissioner and undertake that the cover will not lapse during the period of the contract.

Compensation Registration No. \_\_\_\_\_

SBDM Contract No. / Job Order No. \_\_\_\_\_

Description of Work \_\_\_\_\_

Contractor \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Client SARAH BAARTMAN MUNICIPALITY \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## C3.5: MANAGEMENT

### **C3.5.1 MANAGEMENT OF THE WORKS**

#### **C3.5.1.1 Applicable SANS standards**

As specified under Clause C3.4

#### **C3.5.1.2 Particular / generic specifications**

As specified under Clause C3.4

#### **C3.5.1.3 Planning and Programming**

Refer Clause 5.6 of the Conditions of Contract.

If the programme submitted by the Contractor in terms of Clause 5.6 of the Conditions of Contract has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clauses 5.12 of the Conditions of Contract or within a granted extension of time.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Agent to take steps as set out in Clause 9.2 of the Conditions of Contract.

The approval of a programme by the Employer's Agent shall have no contractual significance other than that the Employer's Agent will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Employer's Agent to instruct the Contractor to vary the programme if necessary.

#### **C3.5.1.4 Sequence of the works**

To be determined by the Contractor.

#### **C3.5.1.5 Software application for programming**

Not applicable.

#### **C3.5.1.6 Methods and Procedures**

The Works shall be executed in terms of the various and applicable specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

#### **C3.5.1.7 Quality plans and control**

Refer the various and applicable specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

### **C3.5.1.8 Environment**

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

### **C3.5.1.9 Accommodation of traffic on public roads occupied by the Contractor**

The Contractor shall carry out, erect and maintain such temporary works and provide all temporary road signs, pipes, deviations, warning boards, barricades, signs, lighting and demarcations and the like, as are necessary to maintain and safeguard the normal flow of public and private vehicular and pedestrian traffic.

Work shall be undertaken in accordance with the S.A. Road Traffic Signs Manual and Road Signs Note No. 13, Roadwork (CSRA-CUTA Road Traffic Signs Sub-Committee).

### **C3.5.1.10 Recording of weather**

Refer C3.4.10.

### **C3.5.1.11 Format of communications**

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Communication and Request Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) Daily Register of labour and plant status.
- (f) One full set of Contract Drawings and documents.
- (g) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Employer's Agent at all times.

### **C3.5.1.12 Key personnel**

Key personnel shall be on site at all times to control and supervise construction activities.

### **C3.5.1.13 Management meetings**

The Contractor shall have regular site management meeting to coordinate and manage the Works.

Monthly Contract meeting shall be held on site. This meeting shall be chaired by the Employer's Agent.

### **C3.5.1.14 Forms for contract administration**

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

### **C3.5.1.15 Electronic payments**

The Contractor must ensure that all interim payment certificates are accompanied by a Tax Invoice, with the Contractor's and the Employer's VAT Registration numbers printed thereon, to ensure timeous payment of the certificate. Contractors must allow 30 days from date of invoice for the payment to be effected.

Contractors wishing to be paid electronically must ensure that their correct banking details are also printed on their Tax Invoice.

### **C3.5.1.16 Daily records**

A complete set of daily records indicating labour and plant on site, weather, work performed and any safety incidents, is to be kept on site and must be available for perusal by the Employer's Agent at all times.

### **C3.5.1.17 Bonds and guarantees**

As specified elsewhere.

### **C3.5.1.18 Payment certificates**

As specified elsewhere.

### **C3.5.1.19 Permits**

Not applicable.

### **C3.5.1.20 Proof of compliance with the law**

As specified elsewhere.

### **C3.5.1.21 Insurance provided by the employer**

As specified elsewhere.

### **C3.5.1.22 "As built information"**

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be surveyed after construction and indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings at no cost, from the Employer's Agent. The Contractor must provide as-built survey information in digital format. In addition, the Contractor shall provide a copy of all quality control test results signed off by the Employer's Agent as part of the as-built information submission.

The Completion Certificate shall only be issued after the Employer's Agent has received a properly completed set of "As Built" drawings and signed off test results from the Contractor. This set of information shall be approved and signed by the Contractor's Contracts Manager. A separate measurement item has been allowed for under Section 1 of the Bill of Quantities to fulfil the requirements of this clause. No additional payment will be entertained as a result of this requirement.

### **C3.5.1.23 Testing**

#### Process control

The Contractor shall arrange for all tests required for process control to be done by an accredited laboratory acceptable to and approved by the Employer's Agent.

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

#### Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

### **C3.5.1.24 Management of EME's/QSE's**

The monthly fee shall include full compensation for all guidance, mentoring, training, supervision, setting out and monitoring activities that may be deemed necessary to ensure the Works carried out by EME's/QSE's are in accordance with the technical and OHS specifications and within the agreed timeframes.

### **C3.5.1.25 Provisional Sum for the Variation in Rates**

Works packages will be negotiated with the EMEs/QSEs and any variance in the Contractor's agreed rates and the EMEs/QSEs rates, both positive and negative will be set off under a provisional item included in the Preliminary and General section of the Bill of Quantities.

## **C3.5.2 HEALTH AND SAFETY**

The Contractor shall comply with the Employers health and safety specifications as specified in Particular Specification PD.

### **C3.5.2.1 Health and safety requirements and procedures of the employer**

- (a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:
  - (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
  - (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
  - (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any



of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.

- (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
- (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 (Notice No 10113, dated 7 February 2013) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented coherent site specific health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.
- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.4: Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 5(1) of the Construction Regulations 2014).

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

### **C3.5.2.2 Protection of the public**

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

**C3.5.2.3 Barricades and lighting**

As specified elsewhere.

**C3.5.2.4 Traffic control on roads**

As specified elsewhere.

**C3.5.2.5 Measures against disease and epidemics**

As specified elsewhere.

**C3.5.2.6 Aids awareness**

Not applicable.

# **THE CONTRACT**

## **PART 4 (OF 4): SITE INFORMATION**

- C4.1      Scope**
- C4.2      Nature of ground and sub-soil conditions**
- C4.3      Finishing-off of the Site**

**C4.1**      **SCOPE**

For the purposes of the Contract it will be deemed that, prior to submitting his Tender, the Contractor has acquainted himself fully with the information and data provided within the specifications.

The Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

**C4.2**      **SUB-SOIL CONDITIONS**

The geotechnical report will be provided to the successful tenderer.

**C4.3**      **FINISHING-OFF OF THE SITE**

The site shall be finished-off in accordance with the specifications and to the satisfaction of the Employer's Agent.

# **APPENDIX A**

**HEALTH & SAFETY SPECIFICATIONS**

**INCLUDED IN THE PARTICULAR SPECIFICATIONS**

# APPENDIX B

## TENDER DRAWINGS

DOCUMENT No.	DESCRIPTION	REVISION
23CR04-04-02-03-001	GENERAL LAYOUT PLAN 1	0
23CR04-04-02-03-002	ROAD LAYOUT PLAN 1	0
23CR04-04-02-03-003	ROAD LAYOUT PLAN 2	0
23CR04-04-02-03-004	ROAD LAYOUT PLAN 3	0
23CR04-04-02-03-005	ROAD LAYOUT PLAN 4	0
23CR04-04-02-03-006	ROAD LAYOUT PLAN 5	0
23CR04-04-02-03-100	ROAD LONGSECTION 1	0
23CR04-04-02-03-101	ROAD LONGSECTION 2	0
23CR04-04-02-03-102	ROAD LONGSECTION 3	0
23CR04-04-02-03-103	ROAD LONGSECTION 4	0
23CR04-04-02-03-104	ROAD LONGSECTION 5	0
23CR04-04-02-03-105	ROAD LONGSECTION 6	0
23CR04-04-02-03-106	ROAD LONGSECTION 7	0
23CR04-04-02-03-107	ROAD LONGSECTION 8	0
23CR04-04-02-03-200	TYPICAL CROSS-SECTIONS & DETAILS	0
23CR04-04-02-03-201	STANDARD DETAILS 1	0
23CR04-04-02-03-202	STANDARD DETAILS 2	0

# APPENDIX C

## EMPLOYMENT & MANAGEMENT OF EME-QSES

### DEFINITIONS

For the purposes of the Scope of Works, the definitions given in the General Conditions of Contract for Construction Works (2015), the Standard Specifications and the Scope of Works, together with the following additional definitions shall apply:

- a) **“Contract”** shall have the meaning assigned thereto in Clause 1.1.1.7 of the General Conditions of Contract for Construction Works (2015).
- b) **“Contractor”** shall have the meaning assigned thereto in Clause 1.1.1.9 of the General Conditions of Contract for Construction Works (2015).
- c) **“Main Contract”**: shall mean the contract entered into between the Employer, who is the Sundays River Valley Municipality and the Contractor.
- d) **“EME/QSE Committee”**: The EME/QSE Committee shall be selected after award of the Main Contract, and its members shall consist of:
  - The Contractor, or his/her representative
  - The Employers Project Manager
  - The Employers Agent/s, or his/her representative/s
  - The Community Liaison Officer

The Committee will sit on a monthly basis to review, discuss, assist and advise on all matters pertaining to the EME/QSEs. The Committee may be required to meet on other occasions to address specific matters that may require attention.

- e) **“EME/QSE’s Subcontract”** shall mean the contract entered into between the Contractor and any EME/QSE **subcontractor**.
- f) **“EME/QSE Work Package”** shall mean that portion of the Works which shall be set aside for construction by an EME/QSE.
- g) **“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. For the purposes of this Contract EMEs must be at least 51% owned by black people.
- h) **“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. For the purposes of this Contract EMEs must be at least 51% owned by black people.

## **C2 Resources standards**

EME/QSE appointments will be evaluated in terms of the Sarah Baartman District Municipality's Supply Chain Management Policy and terms and conditions of the main contract unless otherwise specified in this specification.

## **C3 Sub-Contracting (30% EME/QSE Participation Goal)**

### **C3.1 Scope of mandatory subcontract works**

The tender/contract is subject to the Preferential Procurement Policy Framework Act Regulations of 2022 and the requirements of the Sarah Baartman District Municipality's Supply Chain Management Policy. It is an express condition of this Contract that a minimum target of 30% of the value of the works must be let out to Exempt Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) who are at least 51% owned by black people and who are registered on the National Treasury CSD and Makana Local Municipality's databases to meet the requirements of the "specific goals" in terms of section 2(1)(d) of the Act.

The 30% is determined by the value calculated in the summary page of the BOQ (subtotal A). This value may vary up or down due to variations in scope and as determined by the Employer's Agent from time to time. Any matter that the Contractor feels will affect this value is to be brought to the Employer's Agent's attention as soon as it becomes apparent (Subtotal A X 30%).

The final selection of the EME/QSEs will be facilitated through by an "open tender" or negotiation process as none of the proposed EMEs/QSEs have the necessary expertise to complete this process on their own. The Contractor together with the Employer's Agent's Third Party Mentor will lead this process as detailed below.

In the subcontract agreement, the Contractor is to clearly state the scope of the work to be subcontracted in each specific package identified by the Contractor. It must also identify the agreed value of works as per a BOQ showing the P & G and payment intervals as well as time of payment from submission of an approved invoice. The sub-contract agreement must be in the form published by SAFCEC or the GCC of Sub-contract for Construction Works 2018 and in line with the terms and conditions of the main contract. A copy of the sub-contract agreement must be submitted to the Employer's Agent's Third Party Mentor prior to finalising the agreement with the sub-contractor. Any unfair sub-contracting practices will not be permitted.

The subcontract agreement must include as a minimum:

- Detailed drawings of each package
- Rates breakdown (plant, labour, materials, Profits)
- Fixed and anticipated deductions inclusive of Retention
- Costs per unit (deduction per measured unit).
- EPWP requirements

The Contractor will only be permitted to use the list of the selected EMEs/QSEs provided by the Local Municipality. Packages will be negotiated with the EMEs/QSEs and any variance in the tendered rates and EME/QSE rates, both positive and negative will be accommodated under a provisional item included in the Preliminary and General Section of the Bills of Quantities.



Provision for payment for attendance, mentoring and supervision of the EMEs QSEs will also be made in the Preliminary and General Sections for the tenderer to price, for the management of EMEs/QSEs in terms of Appendix C of the Tender Document.

Provision is also included in the Preliminary and General Section of the BOQ for the Third-party Mentor to provide support services to the Contractor for the procurement and management of EME/QSE sub-contractors in terms of the principals of SANS 1921-4: 2004 and this Appendix C. This does not absolve the Contractor of his responsibilities to procure and manage the EME/QSEs as identified in this Appendix C.

Provision is also made in the Summary of the BOQ for the mark up on the value of works carried out by EMEs/QSEs under this provision. The percentage tendered must cover all costs associated with meeting the requirements of Appendix C, other than the cost for the EME/QSE Manager and variation in rates between those tendered by the Main Contractor and EME/QSEs for each works package. The markup must also cover any lost earnings, profits or commercial opportunities arising out meeting the requirements of this specification. No other additional costs will be entertained because of these requirements.

In addition, should EMEs/QSEs carry out any works measured under provisional/prime costs sums where the Contractor has had the opportunity to tender a mark-up on these provisional / prime cost sums, the Contractor will not be eligible to claim the mark up on the provisional /prime cost sum. He will however be entitled to the mark up tendered for works carried out by EMEs/QSEs.

A provisional sum line item has been provided in the Bills of Quantities in Section 2 to accommodate the positive or negative variation in rates tendered by the Main Contractor and subsequent rates for the same items tendered by the EME/QSEs for the various EME/QSE work packages determined post tender. This provision is a straight replacement provision for the variation in value of the works as a result of the variation in rates for the specific items where the rates vary. The provisional sum will be accessed via. a single variation order for each EME/QSE work package.

A mark-up on this provisional sum is not applicable. Any additional costs that the Contractor deems that he may occur out of meeting the requirements of this aspect of the specification must be tendered in the Preliminary and General Items "Other Fixed Obligations" or "Other Time Related Obligations". No other compensation will be entertained.

**a) EME/QSEs (General):**

This section provides the specifications that relate to the Contractor's implementation of the policies and initiatives of the Government, community participation, and employment of EME/QSEs. These specifications should be read in conjunction with the various statutes and legislation that relate to small businesses and Broad-Based Black Economic Empowerment.

In this regard all tenders will be considered with specific reference to applicable legislation in force from time to time and which are specifically applicable to organs of state for example the following:-

- (i) The Constitution of the Republic of South Africa, 1996;
- (ii) Public Finance Management Act, 1999 (Act No 1 of 1999);
- (iii) Municipal Finance Management Act, 2003 (Act No 56 of 2003);

- (iv) Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- (v) Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- (vi) Construction Industry Development Board Act, 2000 (Act No 38 of 2000) and Regulations; and
- (vii) National Small Business Amendment Act, 2003 (Act No 26 of 2003);
- (viii) PPPFA Regulations of 2012

EME/QSEs: a separate and distinct business entity, including cooperative enterprises and non-governmental organisations, managed by one owner or more, including its branches or subsidiaries, if any, and is registered with the South African Revenue Service, and which can be classified as a micro enterprise by satisfying the size variation criteria according to the type of enterprise in the table below;

<b>TABLE G3: EME/QSE SUPPLIERS AND OTHER SERVICE PROVIDERS *</b>				
Size	Total Full-time Equivalent of Paid Employees	Total Annual Turnover	Total Gross Asset Value (fixed property excluded)	CIDB Grading
	less than	less than	less than	
Medium	200	R26 m	R5 m	7
Small	50	R6 m	R1 m	5 & 6
Micro	5	R0.2 m	R0.1 m	1 to 4

\* In terms of the National Small Business Amendment Act, 2003 (Act No 26 of 2003)

It is the Employers objective that a minimum of 30 % of the contract value be subcontracted to EME/QSEs .

It should be noted that only one work package may be subcontracted to one specific Subcontractor where possible.

It shall remain the Contractor's responsibility to ensure that this target percentage is attained, irrespective of the difference in rates between what the main contractor tendered and the award rates and resulting amounts as negotiated by the EME/QSEs for the various works packages.

No additional mark-up or costs will be payable to the Contractor for EME/QSE work packages described above other than the tendered mark-up rate as entered by the Contractor in the BOQ.

### **C3.2 Overhead Charges, Profit, etc. on EME/QSE sub-contract works**

The percentage tendered shall cover all costs including but not limited to administration, overheads, finance costs, transportation, risk and profit on the value of the work awarded as reserved for EME/QSE subcontract packages in order to achieve the required 30% EME/QSE participation goal as stipulated in the Contract Data and not covered by the other items. Management of the EME/QSEs during the contract will be paid under a separate item.

### **C3.3 Preferred EME/QSEs**

Packages will be negotiated with the EME/QSEs in conjunction with the Contractor, Employer's Agent's Third Party Mentor, Makana Local Municipality and SBDM officials.

EME/QSEs must be registered on the Makana Local Municipality's database at the time of calling for EME/QSE work packages.

Enterprises shall comply with the following:

- Business shall be registered within the Makana Local Municipality's boundaries,
- Must be registered with the CIDB to a relevant class i.e CE
- Must have a current valid Tax Clearance Certificate.

### **C3.4 Subcontracting procedures**

a) General:

Only EME/QSEs registered on the Makana Local Municipality database will be considered.

The Employer, Employers Agent's Third Party Mentor together with the Contractor shall evaluate the negotiated prices for the various packages. The evaluation and adjudication panel shall comprise of equal representatives from the Employer, Employers Agent's Third Party Mentor, the CLO (as an observer), and the Contractor. The Employer requires the EME/QSE Committee to form the Evaluation Panel.

The Contractor, with assistance from the Employers Agent's Third Party Mentor, will draw up procurement documents for the EME/QSEs to price with the assistance of the Contractor to arrive at an economically viable rates. A closing date by when this process is to be completed will be announced by the committee. The main Contractor, with the EME/QSE will be required to submit each work package and present the work packages to the EME/QSE committee for approval. Rates are to be agreed by the EME/QSE committee.

Any rates balancing exercise will be carried out between the main contractor and recommended EME/QSE will be subject to the approval of the EME/QSE committee. Any variations in the final agreed rates and rates tendered by the Main Contractor will be accommodated in the Provisional Sum provided in the Bills of Quantities for such occurrences.

All subcontractors shall be appointed by the Contractor and the contents and requirements of Clause 4.4 of the Conditions of Contract shall apply in full.

The Contractor shall without delay award and enter into contract with the successful tendering subcontractor based on their accepted tender submission. Deviations from the tender document shall not be accepted by the Employer and the latest and applicable SAFCEC General Conditions of Subcontract Agreement or the GCC of Sub-contract for Construction Works 2018 shall be used.

The subcontractors will be issued with a programme showing the anticipated starting dates. They must also be advised of factors that may affect this date. Any events that will affect this date is to be conveyed to them so that they are fully aware of any variances in the proposed programme.

Subcontractors shall comply in full, to all aspects of the Conditions of Contract and the Contractor's attention is drawn to the contents of Clause 4.4 of the Conditions of Contract.

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

Claims for extension of time due to delays caused by EME/QSEs as a result of the Contractor's action or inaction will not be entertained. The onus remains with the Contractor to prove that the delays were outside his control. The Main Contractor is to programme in his work, factoring in the use of EME/QSEs expected production rates under his supervision (reference sub-clause 5.6.2.4 of GCC 2015 for Contractor's time risks). Nonperformance of EME/QSEs shall be dealt with in terms of Clause 10 in the SAFCEC sub contractor agreement or relevant clauses of the GCSC 2018.

**A five percent (5%) Excluding VAT of the sub contract value will be deducted as retention on EME/QSEs contracts to be released on the completion certificate for the EME/QSE work package. This is to be explained to the subcontractors at the start of the pricing negotiations.**

The Main Contractor shall not permit the EME/QSE sub contractor to further subcontract any portion of the work package without express written permission of the EME/QSE Committee. This also applies to the Main Contractor carrying out such work as a sub-contractor to the EME/QSE sub-contractor. This will not be permitted.

b) Subcontract agreements with the Subcontractors:

The Contractor will be required to submit a copy of the signed subcontract agreements for all EME/QSE work packages which will include the scope of works and a BOQ for each subcontractor, as well as agreed rates showing the production targets.

This must be submitted prior to any work being undertaken in the relevant EME/QSE work package.

It must be further noted that the subcontractor must be registered with the Construction Industry Development Board, in the relevant category, in accordance with the estimated value of the work package, as well as being registered on the Makana Local Municipality's Supplier Database. Should the Contractor have any doubts about the EMEs/QSEs acceptability as a subcontractor, he is to refer the matter in writing to the Committee for their comment.

All the Conditions of Tender and Tender Data, as they have applied to the Main Contract, shall apply where relevant, to the various subcontracts.

The Contract Data in the associated subcontract documents shall be based on the latest SAFCEC General Conditions of Subcontract or the GCC of Sub-contract for Construction Works 2018, with minimal project specific variations and amendments that do not constitute a material change (where practically possible).

Notwithstanding, the Specific Provisions and Conditions of the subcontracts must however allow for the following amendments and variations to the Standard General Conditions of Subcontract (whether SAFCEC or GCSC):

- Subcontract Sureties – The Subcontract shall be drafted to allow the omission and requirement for sureties and performance bonds.
- Insurances – The Subcontract shall be drafted to allow the omission of insurances and to specify that such responsibility remain with the Contractor.
- Penalty for Delay – The Subcontract shall be drafted to specify that the Contractor shall issue and give written notice and warning to the Subcontractor prior to any penalties being deducted. Penalty amounts will be agreed by the EME/QSE Committee in consideration of the penalties for the Main Contract. The amount of penalty to be included in the agreement is also to be determined in consultation with the Committee.
- Valuations and Payments – The Subcontract shall be drafted to allow the Subcontractor to submit bi-weekly statements.
- Valuations and Payments – The Subcontract shall be drafted to specify that the Contractor shall pay the Subcontractor by the 7<sup>th</sup> working day after submitting the payment certificate for the EME/QSE work package or within two working days of the Contractor receiving his payment for such work, whichever is the sooner. Any costs relating to the advance payment of these amounts must be allowed for under the percentage mark-up for EME/QSE works

The subsequent Conditions of Subcontract Agreement shall be in accordance with the Conditions of Contract for Construction Works (2015). The Subcontract shall also specify:

- (i) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the subcontract works; and
- (ii) details of any training to be provided to the temporary workforce.

The Contractor shall at all times remain responsible for providing the subcontracted portion of the Works as if the work had not been subcontracted.

### **C3.5 Attendance on Subcontractors / Subcontracts**

The Contractor shall, in addition to the requirements of Clause 4.4 of the Conditions of Contract guide, assist and mentor all the EME/QSE subcontractors through all stages of the works packages.

The Contractor shall closely manage and supervise all EME/QSEs and shall manage, guide and assist each EME/QSE in all aspects of management, execution and completion of his subcontract.

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

- (i) Planning and programming of the Works.
- (ii) The sourcing, ordering, acquiring, assist with hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
- (iii) Ensuring the efficient use of all plant and materials.
- (iv) Labour relations and employment.
- (v) Monthly measurements, costing and invoicing.
- (vi) General safety, occupational health and safety matters.

- (vii) Functions of civil engineering infrastructure, structures, services and systems.
- (viii) Interpreting and understanding the contract and subcontract.
- (ix) Construction and maintenance methods and procedures.
- (x) Communication.
- (xi) Cash-flow control, submitting invoices and payment certificates.
- (xii) Planning, programming, scheduling, critical path control and acceleration.
- (xiii) Maintenance planning.
- (xiv) Material procurement and control.
- (xv) Risk limitation and management.
- (xvi) Quality assurance and procedures.
- (xvii) Compliances with all applicable laws, regulations, statutory provisions and agreements.
- (xviii) General Conditions of Contract and Contract Data.
- (xix) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
- (xx) Profit and loss.
- (xxi) Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant subcontractor and should be so directed as to enable the subcontractors to achieve the successful execution and completion of the respective Sub-contracts. To this end it must be noted that the proposed EME/ QMEs are graded as CE1 and CE 2 and as such have little or no experience. The Contractor is therefore expected to provide enough superintendence taking into account that there will be subcontractors as well as his subcontract implementation as programmed. This information will be required to be included in his works programme for approval.

The Contractor shall be required to appoint an EME/QSE Construction Manager whose sole responsibility will be to assist EME/QSEs as and when required in terms of this specification. The EME/QSE Construction Manager's duties are specified in Clause C3.6 below. The EME/QSE Construction Manager must be a full-time employee of the company with a minimum of five (5) years' experience training and mentoring EME/QSE/SMME contractors in surfaced roads construction and is registered with SACPCMP as PrCM or with ECSA as PrEng, PrTechEng or PrTechni Eng and has a NQF 5 certificate. The EME/QSE Manager must be full time on site for the duration of the contract and will not be permitted to fulfil any other function on site. The EME/QSE Manager does not replace the Contractor's need for experienced foreman to supervise the day to day construction activities but rather to assist and prevent any conflicts developing on site.

### **C3.6 Assistance to the EME Subcontractors**

The Contractor shall, in addition to the requirements of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), guide, assist and mentor all eligible potential EME/QSEs in the rate negotiation process and submission of their particular tenders with the negotiated rates in, including advice and guidance on how to establish rates.

The EME/QSE Manager will manage the EME/QSEs and report on progress to the EME/QSE Committee. The assistance rendered by the Construction Manager, shall *inter alia*:

- a) Be given at a level and to the extent which is commensurate with the expertise and resources of the EME/QSEs
- b) Be given in a manner which is neither prescriptive, dictatorial, nor coercive towards

- the EME/QSEs;
- c) Not be utilized by the Contractor to manipulate the rates and prices submitted, to his advantage, and
- d) Be given in a manner which does not unfairly prejudice or favour any particular EME/QSEs.
- e) Act as a liaison between the subcontractors and other parties and try to diffuse or prevent any potential conflicts.
- f) Assist with contract and company administrative requirements.

The EME/QSE Manager will work with and manage the EME/QSE Subcontractors throughout the Contract.

The EME/QSE manager shall be a dedicated resource whose only responsibility is to manage the EME/QSE subcontractors in such a way so as to promote the smooth running of operations and as such shall not be the site agent or any other person employed on the contract for other purposes.

The Contractor attention is further directed to Clause C3.5: Management under the Scope of Work.

### **C3.7 Procedure for Engaging EME/QSEs on the Project**

The conditions of subcontract shall stipulate that the EMES/QSEs must be registered with the Construction Industry Development Board, in the relevant category, according to the estimated value of the Work Package.

The Contractor, with assistance from the EME/QSE Committee must undertake the following tasks in appointing EME/QSEs:

- Together with the EME/QSE Committee, adjudicate and award the negotiated tenders;
- Sign a subcontract agreement for each Work Package with the successful EME/QSE subcontractor using the SAFCEC format ;
- Assist, manage and mentor the EME/QSE in meeting the required Contractual and Statuary requirements, inclusive of the H & S plan.
- Assist, manage, mentor and monitor the EME/QSE subcontractors with the acquisition and economical use of all resources, being plant, materials and labour.
- Assist, manager, mentor and monitor the EME/QSE subcontractors with their work output and quality;
- Issue subject to the approval of the Employer a Certification of Completion for each EME/QSE subcontractor work package.

The Contractor shall ensure that EME/QSEs are appointed timeously, so as not to delay the Construction Programme of the Main Contract in any way. The above tasks are more fully described below.

He shall also ensure that the subcontractors understand how many and when they are to be used on site.

## **C4 Tender Process for Appointing EME's**

### **C4.1 Supply Chain Management Policy**

The Contractor shall procure the services of EME'S/QSEs by following a process similar to that of the Municipality's Supply Chain Management Policy, so as to ensure fairness and equity. Tenders, of which the estimated value is below R 200 000, may be procured by obtaining three quotes. However, for work packages whose estimated value exceeds R 200 000, tenders shall be invited from the Makana Local Municipality database. The final choice will be done in conjunction with the EME/QSE committee.

The Contractor shall invite tenders and shall be responsible for the issuing of the subcontract tender documents to prospective tenderers. The Employers Agent will monitor and approve this process.

The Contractor shall adjudicate the tenders with the assistance of the EME/QSE Committee and shall enter into a subcontract agreement with the successful EME/QSE.

All conditions of, where applicable, as they applied to the Main Contractor on this Contract, shall apply where relevant, to the tenders for EME/QSE subcontracts.

### **C4.2 Conditions of Tender**

The conditions of contract of the subcontract agreement shall be in accordance with the General Conditions of Contract for Construction Works (2015).

The contract will also specify:

- The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works;
- Details of any training to be provided to the temporary workforce;
- Detail of accepted rates;
- Details of any penalties and the amounts.
- Payment terms which should be 7 working days after issuing of an invoice on labour only contracts and where the Main Contractor is supplying material and plant. No early settlement discount will be permitted to be charged.

### **C4.3 Assistance to the Tenderers**

(a) The Contractor shall be responsible for ensuring that prospective EME/QSE tenderers fully comprehend the following:

- Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering;
- implications of the tendered rates;
- scope and extent of the works included in the subcontract;
- proper procedures for the submission of the tender;
- procedures and basis on which tenders will be adjudicated and the subcontract awarded.



The Contractor is to provide support for the above as the tenderers will be unable to complete the process on their own. This is therefore to be done as an “open” or “negotiated” process.

#### **C4.4 Adjudication**

- a) After the Contractor has assisted the tenderers and at the time agreed with the Committee, the Contractor shall receive all duly signed negotiated tenders at a location identified by him, with all sealed tender submissions being placed in a proper tender box for this purpose.
- b) All tenders received shall be evaluated by the Committee, inclusive of (EME/QSE Manager) mandated to act and sign on behalf of the Main Contractor.
- c) After evaluation The EME/QSE Committee shall ~~have the right to~~ interview all tenderers for the purpose of:
  - Clarifying any aspect of the tender;
  - Verifying the eligibility of the tenderer;
  - Querying abnormally high or low rates and prices, and
  - Clarifying rates and prices which are not in balance with other tendered rates and prices.
  - Ensuring understanding of scope and conditions.
- d) The correction of obvious errors shall be carried out in accordance with the requirements of the CIDB Conditions of Tender.
- e) Adjudication of the tenders received will be made by the EME/QSE Committee. The Contractor shall be prepared to explain the process of adjudication to all tenderers and motivate his method of award, as may be necessary. All unsuccessful and successful tenderers needs to be notified in writing.

#### **C4.5 Award of Tenders**

The Contractor must award the work to the successful EME/QSE tenderer where after a subcontract agreement will be signed between the Contractor and the successful EME/QSE tenderer using the latest available SAFCEC sub-contract agreement format.

#### **C5 Contractor’s Obligations to Subcontracted EME’s**

##### **C5.1 Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times:

- (c) Apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular EME/QSE concerned.
- (d) Closely manage and supervise all EME/QSEs and wherever possible, give reasonable warning to EME/QSEs when any breach of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall whenever possible, give the EME/QSEs reasonable opportunity remedy any such breach or to avoid such breach and shall render all reasonable assistance to the EME/QSEs in this regard.
- (e) Inform the EME/QSE Committee in writing of any breeches and his intended actions as well providing supporting evidence of such breeches.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the EME/QSEs that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and an EME/QSE such dispute shall be resolved in accordance with the provisions of the subcontract.

## **C6 Quality of Work and Performance of the EME/QSE subcontractor**

### **C6.1 Quality**

The Contractor shall be fully liable for the quality of work carried out by the EME/QSEs as if this work is carried out by the Main Contractor. All works are to be carried out in accordance with the standard and project specifications and Construction Drawings provided in the Contract Document and issued by the Employer's Agent.

### **C6.2 Performance**

If the EME/QSE Subcontractor, in the opinion of the Employer's Agent, fails to comply with the criteria as listed below, the Employer's Agent shall issue a written warning to the Main Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Committee. The criteria may include, but are not limited to, the following:

- (d) Acceptable standard of works as set out in the specifications in the subcontract.
- (e) Progress in accordance with the time provisions of the approved programme.
- (f) Punctual and full payment of the workforce and suppliers.
- (g) Site safety and H & S compliance
- (h) Accommodation of traffic

The EME Subcontractor shall have 7 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of points (d) and (e), for which the reaction time shall be immediate. Failure to do so will be sufficient grounds for the Contractor to terminate the subcontract, provided that the EME/QSE Committee is satisfied that the Contractor has made every effort to correct the performance by the EME Subcontractor.

## **C7 Issuing of Completion Certificate**

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the EME/QSE, a Certificate of Completion. The format, layout and appearance of certificates issued shall be agreed by the EME/QSE Committee, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Employer's Agent, EME/QSE Manager and Construction Manager.

The Certificate of Completion shall provide the following information:

### **MAIN CONTRACT DATA:**

- (i) Contract title;
- (ii) Contractor's full name and address;
- (iii) Employers Agent name and address;
- (iv) Employer's name.

**SUBCONTRACT DATA:**

- (i) EME/QSE name and address;
- (ii) Scope or extent of the subcontract works;
- (iii) Value of the subcontract works;
- (iv) Duration of the subcontract;
- (v) Date of completion of the subcontract;
- (vi) Description of the training undergone by the EME/QSE
- (vii) Value of Contract.

**C8 Contractor's Liability**

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), the Contractor shall be fully liable for the acts, defaults and neglects of any EME/QSEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

**C9 Measurement and Payment for EME/QSE Works**

Under the work packages determined by the EME/QSE Committee for EME/QSEs, the EME/QSEs shall be responsible for all labour, plant, equipment, tools, materials and any other incidentals that may be required to carry out the works in accordance with the specifications.

In cases where the EME/QSE is unable to provide all of the above then the Main Contractor is to provide plant, equipment, tools, material and other items needed by the EME/QSE in order to implement his work and such contracts will be regarded as labour only sub-contracts. Any such arrangement is to be first approved by the Committee

Alternatively, the Main Contractor may make arrangement to hire, advance resources to the Subcontractors and deduct from their interim payment certificates subject to the approval of the committee.

The Main Contractor shall provide full supervision and manage the EME/QSE work at all times in order to ensure compliance with the specifications and drawings.

Measurement of EME/QSE works for work packages must be reviewed by the EME/QSE Manager and approved by the Employer's Agent's Third Party Mentor after approval by the Construction Manager. EME/QSEs will be permitted to invoice bi-monthly. All invoices from EME/QSEs must be submitted together with the Contractor's payment certificates with a summary to show percentage targets reached.

The Main Contractor shall pay EME/QSEs 7 working days after issue of an Invoice by the EME/QSE or within two working days after receiving payment from the Employer (whichever comes first). The Main Contractor will not be permitted to charge EME/QSEs handling costs i.e. bank charges, early payment discounts etc. These costs must be included in the mark-up tendered by the Main Contractor on the value

of works carried out by EME/QSEs. Payment of EME/QSEs may not be delayed pending payment of the contractor by the Employer.

**C10 Measurement and Payment for Fulfilling the Requirements of this Specification**

**C10.1 Mark-up on the Value of Work Carried out by EME/QSEs ..... %**

Provision for a line in the summary page of the Bills of Quantities has been made for tenderers to tender a percentage mark-up on the value of EME/QSE works to be undertaken under this Contract. The percentage tendered must cover all costs as indicated in G1 to G9 of this specification other than the cost for the EME/QSE Manager and variation of rates between those tendered by the Main Contractor and EME/QSEs for each works package. This must also cover any lost earnings, profits or commercial opportunities arising out meeting the requirements of this specification.

In addition, should EMEs/QSEs carry out any works measured under provisional sums where the Contractor has had the opportunity to tender a mark-up on these provisional sums, the Contractor will not be eligible to claim the mark up on the provisional /prime cost sum. He will however be entitled to the mark up tendered for works carried out by EMEs/QSEs.

No other costs will be entertained.

**C10.2 Management of EMEs/QSEs**

The monthly fee shall include full compensation for all requirements in connection with the procurement and management of EME/QSEs in accordance with this Appendix C including guidance, mentoring, non-accredited training, supervision, setting out and monitoring activities that may be deemed necessary to ensure the Works carried out by EMEs/QSEs are in accordance with all aspects of the Contract Document and within the agreed timeframes as per the relevant sub-contractor agreement as stipulated in this specification.

No other costs will be entertained.

**C10.3 Management of EMEs/QSEs ..... Month**

**C10.4 Provisional Sum for Third Party Management support provided by the Employer through the Employer's Agent for the duration of the contract .....Prov. Sum**

A provisional sum has been allowed for Third Party Management and Support to EME/QSE Contractors. Invoices submitted to the Contractor under this provision shall be paid to the service provider within 3 days after the Contractor receives payment from the Employer for relevant works undertaken each month under this provision. This item is at the sole discretion of the Client and Engineer.

**C10.5 Overheads, charges and profit on item C10.4 above ..... %**

Provision has been made for tenderers to tender a percentage mark-up on the value of Third Party Management and Support works to be undertaken under this Contract. The percentage tendered must cover all costs and profits arising.

**C10.6 Provisional Sum for the Variation in Rates**

A provisional sum line item has been provided in the Bills of Quantities in Section 2 to accommodate the positive or negative variation in rates tendered by the Main Contractor and subsequent rates for the same items tendered by the EME/QSEs for the various EME/QSE work packages determined post tender. This provision is a straight replacement provision for the variation in value of the works as a result of the variation in rates for the specific items where the rates vary. The provisional sum will be accessed via a single variation order for each EME/QSE work package.

A mark-up on this provisional sum is not applicable. Any additional costs that the Contractor deems that he may occur out of meeting the requirements of this aspect of the specification must be tendered in the Preliminary and General Items “Other Fixed Obligations” or “Other Time Related Obligations”. No other compensation will be entertained.

**C10.7 Provisional Sum for the Variation in Rates .....**

Prov. Sum

## APPENDIX D

### TRAINING AND DEVELOPMENT SPECIFICATION

#### CONTENTS

- D1. SCOPE: TRAINING OF LOCAL LABOUR AND EMEs / QSEs
- D2. BASIC METHOD REQUIREMENT: TRAINING OF LOCAL LABOUR AND EMEs / QSEs
- D3. MEASUREMENT AND PAYMENT

#### OBJECTIVE

As part of the Sarah Baartman district Municipality's objectives to develop its communities, provision has been made in the Bills of Quantities to carry out skills audits and provide accredited training to local labour and EMEs/QSEs. This specification sets out the basic methods for carrying out skills audits and facilitating accredited training during the duration of the contract.

#### (28) F1. SCOPE : TRAINING OF LOCAL LABOUR AND MEs

The Contractor shall be responsible for providing diverse accredited training (2 to 3 day course on site) to various groups, including Local Labour, EME/QSE personnel and Makana Local Municipality's operating and maintenance personnel. The Contractor shall develop and facilitate initial training sessions for all persons as approved by the Employer's Third Party Management Support Agent, as well as training sessions at specified intervals to revive and supplement the initial training. An accredited trainer shall present all training sessions.

This specification includes all requirements and methods to be employed, for the training of the Local Labour and EMEs / QSEs, as well as the measurement and payment.

#### D2. BASIC METHOD REQUIREMENT: TRAINING OF LOCAL LABOUR AND EMEs

The Contractor shall be responsible for conducting a complete investigation of the groups that need to be trained in order to compile an approved training plan.

The investigation shall cover at least the following aspects:

- (a) Assess likelihood of conformance to task-specific requirements (*status quo*) of capabilities in terms of a formal skills audit.
- (b) Identify minimum pre-qualification criteria in terms of existing knowledge and skill levels in relation to reaching target requirements.
- (c) Evaluate personnel in terms of pre-qualification criteria and tasks to be performed (skills profile).
- (d) Identify training needs.
- (e) Identify the appropriate accredited training courses in terms of task-specific activities and identified training needs. The Contractor is to ensure that the identified course content is as per the activities listed in C3.1.3.

The Contractor shall identify an accredited training service provider to assist in the above skills audit and to help finalise the compilation of a training plan setting out the proposed courses. Once the training plan and proposed courses have been approved

by the Employer's Third Party Management Support Agent, the Contractor shall liaise with the accredited service provider to establish a date and appropriate training venue that would be conducive to learning and to perform training. On-site training is preferred.

The training shall be reviewed within one month after initial training to determine its effectiveness. Further regular training sessions shall be scheduled according to the effectiveness of initial training. Further training material may be introduced to enhance the initial training material identified.

The Contractor will be responsible for recording all training sessions and shall keep an attendance register.

(29)

(30) **D3. MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>D3.1.1 Conducting of skills audit and the development of a training plan .....</b>	Provisional Sum

A provisional sum is allowed for the conducting of a skills audit of the Local Labour, as well as the compilation of a training plan.

The provisional sum shall include full compensation for identification of pre-qualification criteria and training needs, staff assessment and evaluation prior to training, all technical research, identification of accredited training courses, and all other actions necessary for commencement of official training sessions in accordance with the specification.

Any expenditure under this item requires the written prior approval of the Employer's Agent and Employer.

<b>D3.1.2 Overheads, charges and profit on item F3.1.1</b>	%
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<b>Item</b>	<b>Unit</b>
<b>F3.1.3 Presenting accredited training course for Local Labour/EME/QSEs .....</b>	Provisional Sum

The provisional sum shall include full compensation for presenting the courses, including lectures, demonstrations, on-site training and hands-on development.

The provisional sum shall also include full compensation for the Contractor's time, appointment of the accredited trainer for the course, and for all material expenses such as paper hand-outs and slides for the whole group of trainees, the number of which shall be determined during development of the training course.

Any expenditure under this item requires the written prior approval of the Employer's Agent and Employer.

<b>F3.1.4 Overheads, charges and profit on item F3.1.3</b>	%
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<b>F3.1.5 Provision of training venue .....</b>	Provisional Sum
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The provisional sum shall include full compensation for hiring a suitable training venue and all other proven direct costs associated with hiring of the venue.

Any expenditure under this item requires the written prior approval of the Employer's Agent and Employer.

**F3.1.6 Overheads, charges and profit on item F3.1.5**

%