



MOSSEL BAY MUNICIPALITY

TDR257/2021/2022:

UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

**FEBRUARY 2022
VOLUME 1 & 2**

EMPLOYER:

**MUNICIPAL MANAGER
MOSEL BAY MUNICIPALITY
PRIVATE BAG X29
MOSEL BAY
6500**

CONSULTING ENGINEERS:

**V3 CONSULTING ENGINEERS) (PTY.) LTD.
P.O. BOX 730
MOSEL BAY
6500**



**V3 CONSULTING
ENGINEERS**

TENDERER:

MOSSEL BAY MUNICIPALITY

TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

CLOSING DATE: 25 MARCH 2022

CLOSING TIME: 12:00

NAME OF TENDERER*

CONTACT PERSON*

ADDRESS*

.....

.....

.....

TEL NO*

FAX NO*

E-MAIL ADDRESS*

CENTRAL SUPPLIER
DATABASE NO*

CIDB REGISTRATION NO*

CIDB GRADING*

B-BBEE LEVEL OF CONTRIBUTION*

TENDER AMOUNT, INCL VAT* R (See Note 1)

COMPLETION PERIOD* weeks (See Note 1)
(As per C 1.2: Contract Data: Part 2: Clause 1.1.1.14)

(* TO BE COMPLETED BY TENDERER)

NOTES:

- 1) The Tender amount and period in weeks must be provided and will be accepted as the official Tender amount and completion Period. If this information is not provided, the Tender may be rejected by the Client.

MOSSEL BAY MUNICIPALITY

TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

CONTENTS

	<u>PAGE</u>
COVER PAGE	
CONTENTS	
<u>VOLUME 1</u>	
<u>THE TENDER</u>	
PART T1: TENDERING PROCEDURES	
T 1.1 Tender Notice and Invitation to Tender	T 1 - 4
T 1.2 Tender Data	T 1 - 7
PART T2: RETURNABLE DOCUMENTS	
T 2.1 List of Returnable Documents	T 2 - 2
T 2.2 Returnable Schedules	T 2 - 4
<u>THE CONTRACT</u>	
PART C1: AGREEMENT AND CONTRACT DATA	
C 1.1 Form of Offer and Acceptance	C 1 - 2
C 1.2 Contract Data	
Part 1: Contract Data provided by the Employer	C 1 - 8
Part 2: Data provided by the Tenderer	C 1 - 18
C 1.3 Pro Formas	
C 1.3.1 Form of Guarantee	C 1 - 21
C 1.3.2 Certificate of Ownership of Goods	C 1 - 23
C 1.3.3 OHS Mandatory Form	C 1 - 26
PART C2: PRICING DATA	
C 2.1 Pricing Instructions	C 2 - 2
C 2.2 Bill of Quantities	C 2 – 6
PART C3: SCOPE OF WORKS	
C 3.1 Description of the Works: Project Specifications: Part 1	C 3 - 1
C 3.2 Engineering Drawings	C 3 - 25
C 3.3 Construction Work Specifications: Project Specifications: SANS 1200: Part 2	C 3 - 26

PART C4: SITE INFORMATION

C 4 - 1

- C 4.1 Scope
- C 4.2 Subsoil Investigations, Borehole Records and Test Results
- C 4.3 Information about Pipes and Other Services below the surface of the Site

ANNEXURES

- Annexure A: Standard Project Board
- Annexure B: Occupational Health and Safety Specifications
- Annexure B1: Health and Safety Specifications by Mossel Bay Municipality
- Annexure C: Monthly Forms to be completed
- Annexure D: Construction Site Board
- Annexure E: Mossel Bay Municipality GIS Data Standards & Metadata Requirements
- Annexure F: Mossel Bay Municipality Project Management
- Annexure G: Trenching/Road Crossing: General Conditions

VOLUME 2

DRAWINGS

VOLUME 1

THE TENDER

PART T 1:

TENDERING PROCEDURES

T 1.1	Invitation to Tender	p. T 1 - 4
T 1.2	Tender Data	p. T 1 - 7

T 1.1:

**TENDER NOTICE AND
INVITATION TO TENDER**

**MOSEL BAY MUNICIPALITY
INVITATION TO TENDER**

CLOSING TIME: 12:00

CLOSING DATE: 25 MARCH 2022

**TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF
RETAINING WALL IN NEW SUNNY SIDE**

Tenders are hereby invited from Contractors with a CIDB grading of 4 CE or higher for the upgrading of parts of the existing storm water network, retaining wall and associated infrastructure in Mossel Bay. Contractors to sub-contract 5% of the contract to a local EME, QSE or Level 1 B-BBEE registered contractor and who is registered on the Contractor Development Programme database. The sub-contractor to use local labourers according to the EPWP method and regulations. This is a multi-year project.

A set of fully completed tender documents must be submitted on the original documents and remain valid for 90 days after the closing date of the tender. Enquiries about the tender can be addressed to V3 Consulting Engineers (Pty) Ltd, at telephone (044) 691-2305 or e-mail to mosselbaai@v3consulting.co.za.

A set of tender documents can be obtained on the Mossel Bay Municipality's website at <https://www.mosselbay.gov.za/tenders-available> free of charge (follow the procurement-link). A set of tender documents can also be obtained at a non-refundable cost of R766.61 including VAT (payable to/at the Mossel Bay Municipality), from Sonette Alberts from V3 Consulting Engineers (Pty) Ltd at telephone (044) 691-2305 or at sonette.alberts@v3consulting.co.za.

If bidders wish to reserve a tender document and to make arrangements for collection thereof, it must be done not later than **12h00 on Monday 28 February 2022** from **Mrs Sonette Alberts from V3 Consulting Engineers (Pty) Ltd at telephone (044) 691-2305 or at sonette.alberts@v3consulting.co.za**. Documents will only be handed to prospective bidders who produce a receipt for the payment and who reserved a tender document.

A compulsory online briefing meeting will take place at 11h00 on Thursday, 3 March 2022 via Microsoft Teams. Bidders who will attend the online briefing meeting via Microsoft Teams must send their details (Company Name, e-mail address and cell phone number, contact person) to jschutte@mosselbay.gov.za before 10h00 on the day of the briefing meeting. Only bidders that indicated attendance will be invited to the arranged Teams meeting. All potential bidders interested in bidding must provide their detail to jschutte@mosselbay.gov.za, before 10h00 on Thursday 3 March 2022. Potential bidders are requested to submit possible questions before 14h00 on Thursday, 18 March 2022 to mosselbaai@v3consulting.co.za. The minutes of the briefing meeting and all questions and answers will be forwarded to all potential bidders and be published on the Municipality's website at www.mosselbay.gov.za.

PLEASE ENSURE THAT ALL PARTNERS OF A JOINT VENTURE ATTEND THIS COMPULSORY MEETING AS A FAILURE TO ATTEND THE MEETING WILL RESULT IN THE BID BEING NON-RESPONSIVE. PLEASE ENSURE THAT ALL PARTNERS OF THE JOINT VENTURE ARE CIDB REGISTERED.

Please note: The Municipality prefer that Senior Company Staff members or Contract Managers attend the compulsory site meeting as the Scope of Works, the Design and the Tender Specifications will be discussed in detail along with the Execution phase expectations and possible amendments. It remains the Bidder's responsibility to familiarise themselves with and fully understand the tender specifications to be able to submit a responsive tender.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 11 March 2022** or be mailed to reach **the Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender is subject to functionality criteria.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 130 out of 180 points will be considered as non-responsive:

Functionality criteria and weight:

1. Relevant experience in the construction of concrete storm water pipes carrying a weight of 50 points
2. Relevant references in the construction of concrete storm water pipes carrying a weight of 30 points.
3. Relevant experience in the construction of block retaining walls carrying a weight of 50 points
4. Relevant references in the construction of block retaining walls carrying a weight of 30 points.
5. Relevant experience of key staff to be employed on this project carrying a weight of 20 points.

This tender is subject to Regulation 8 “Local Production and Content” of the Preferential Procurement Policy Framework Act, 2017: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory. Please note that Primary Steel Products and Cement Sector Products has been designated with a minimum threshold of 100% for local content and production.

1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on Friday, 18 February 2022.
2. Only the South African Bureau of Standards (SANS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

Responsive bids will then be evaluated on the 80/20 or 90/10 Preference Points system as prescribed by the Preferential Procurement Regulations, 2017.

Receipts will be issued on request only for tenders handed in during office hours from Mondays to Fridays. Receipts will not be issued for tenders placed in the tender box after hours or which are received by mail.

The tender box will be emptied just after 12:00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on the Database.

MR C PUREN
ACTING MUNICIPAL MANAGER

T 1.2:

TENDER DATA

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za).

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

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

Clause Tender Data Number

F.1 General

F.1.1 Actions

Add the following to F.1.1:

The Employer is MOSSEL BAY MUNICIPALITY, represented by the Acting Municipal Manager.

F.1.2 Tender Documents

Add the following to F.1.2:

“The following documents form part of this contract:

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

The following document forms part of this contract: The SANS Standardised Specifications for Civil Engineering Construction prepared by the South African Bureau of Standards. This publication is available and Tenderers must obtain copies at their own cost from the South African Bureau of Standards, Private Bag X191, Pretoria, 0001.

The above may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The Tender Documents issued by the Employer comprise:

Volume 1: The Tender Document (this document), in which is bound:

The Tender

Part T 1: Tendering Procedure

T 1.1 Tender notice and invitation to tender
T 1.2 Tender data

Part T 2: Returnable Documents

T 2.1 List of returnable documents
T 2.2 Returnable Schedules

The Contract

Part C 1: Agreement and Contract Data

- C 1.1 Form of Offer and Acceptance
- C 1.2 Contract Data
- C 1.3 Pro Formas

Part C 2: Pricing Data

- C 2.1 Pricing Instructions
- C 2.2 Bill of Quantities

Part C 3: Scope of Work

- C 3.1 Description of the Works
- C 3.2 Engineering Drawings
- C 3.3 Construction Works Specifications

Part C 4: Site Information

- C 4.1 Scope
- C 4.2 Subsoil Investigations, Borehole records and Test Results
- C 4.3 Information about Piped and Other Services below the Surface of the Site

Annexures

- Annexure A Standard Project Board
- Annexure B Occupational Health and Safety Specifications
- Annexure C Monthly Forms to be completed.
- Annexure D Construction Site board
- Annexure E Mossel Bay Municipality GIS Data Standards & Metadata Requirements
- Annexure F Project Management
- Annexure G Trenching/Road Crossing: General Conditions

Volume 2: The Drawings for this project, bounded in this document.

Volumes 1 and 2 are deemed the “**Returnable Documents**” which must be returned to the Employer in terms of submitting a tender offer.

The successful Tenderer will be expected to sign the agreement in Part C 1 of this tender document within 14 (fourteen) days of the date of notification by the Municipality that his/her tender has been accepted.

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and originally signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

COMPULSORY DOCUMENTATION

Tax Clearance Certificate

(a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

Municipal Rates, Taxes and Charges

(a) A copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges or that their rent is not in arrears.

Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

Validity of BEE certificates:

(a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

(b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(d) A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

Letter of Good Standing from the Commissioner of Compensation

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof is not submitted within the requested time.

JOINT VENTURE INFORMATION

- (a) In the case of a Trust, Consortium or Joint venture the following will apply:
- (b) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
- (c) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- (d) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
- (e) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - i. a valid tax clearance certificate or SARS tax pin, individually;
 - ii. an agreement that clearly provides clarity of Profit and liability sharing; and
 - iii. a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement as detailed in annexure A (page 53)
- (f) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, Members, Partners or Trustees authorising the representative to submit this Tender on the Tenderer's behalf must be attached to the Tender document on submission of same. See Section 4.4, Page T2-32, MBD 6.2.
- (b) A Tender shall be eligible for consideration only if it bears the signature of the Tenderer or of some person duly and lawfully authorised to sign it for and on behalf of the Tenderer.
- (c) If such a copy of the Resolution does not accompany the Tender Document of the successful Tenderer, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the Tender will be disqualified.

CIDB Contractor Registration

Tenderers are required to submit/append documentary evidence/proof of registration with the Construction Industry Development Board in terms of the Construction Industry Development Act. See Schedule 6.

F.1.4 Communication and Employer's Agent

Add the following to F.1.4:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / information meetings or at any other time prior to the award of the Contract, will

not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to Tenderers will be regarded as amending the Tender Document.

Writing shall be in the English and/or Afrikaans Language.

The Employer's Agent is:

Name: Mr. Mfundo Nkosi / Dean Jacobs
V3 Consulting Engineers (Pty) Ltd.
P O Box 730
MOSSEL BAY, 6500

Tel.: 044 – 691 2305

E-mail: mosselbaai@v3consulting.co.za

F.1.6 Procurement Procedures

Add the following to F.1.6:

The competitive negotiation procedure shall **not** be applied.

F.2 Tenderer's Obligations

F.2.1 Eligibility

Add the following to F.2.1:

Only those Tenderers who satisfy the following criteria are eligible to submit tenders:

F.2.1.1 Construction Industry Development Board (CIDB) Contractor Registration

Add the following to F.2.1.1:

Only Tenderers who are registered with the CIDB, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered are eligible to submit Tenders.

Joint Ventures are eligible to submit tenders provided that:

1. Every member of the Joint Venture is registered with the CIDB;
2. The lead partner has a Contractor grading of not more than one lower than the designation determined in accordance with the sum tendered;
3. The combined Contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered; and
4. The contract participation of each member in a Joint Venture is in accordance with the individual member's CIDB Contractor grading designation.

F.2.2 Cost of Tendering

Add the following to F.2.2:

The Employer shall **not** be liable for any expenses incurred in the preparation and submission of the Tender.

F.2.7 Information Meeting

Add the following to F.2.7:

A compulsory online briefing meeting will take place at 11h00 on Thursday, 3 March 2022 via Microsoft Teams.

Bidders who will attend the online briefing meeting via Microsoft Teams must send their details (Company Name, e-mail address and cell phone number, contact person) to

jschutte@mosselbay.gov.za before 10h00 on the day of the briefing meeting. Only bidders that indicated attendance will be invited to the arranged Teams meeting. All potential bidders interested in bidding must provide their detail to jschutte@mosselbay.gov.za, before 10h00 on Thursday, 3 March 2022. Potential bidders are requested to submit possible questions before 14h00 on Monday, 18 March 2022 to mosselbaai@v3consulting.co.za. The minutes of the briefing meeting, addendums and questions and answers will be forwarded to all potential bidders and be published on Mossel Bay Municipalities website at www.mosselbay.gov.za.

F.2.9 **Insurance**

Add the following to F.2.9:

The Employer will provide **no** insurance.

F.2.10 **Pricing the Tender Offer**

F.2.10.3 *Add the following to F.2.10.3:*

The rates and/or prices will **not** be subject to escalation.

See C 1.2: Contract Data: Part 1: Data Provided by the Engineer: Clause 6.8.2.

F.2.12 **Alternative Tender Offers**

Add the following to F.2.12.1:

A Tenderer who submits an offer properly and that complies with the specifications **in all regards** may subsequently also submit an alternative offer on his own initiative. The alternative tender shall be submitted on a separate complete set of Tender Documents and shall be clearly marked as an alternative tender. All proposed technical data, as well as the modified Pricing Data, shall be submitted with the alternative tender. Should the Tenderer's offer be in accordance with the specification and **in all regards** be acceptable to the Client, his alternative offer may be considered for purposes of awarding the Contract. The alternative should be suitable and advantageous to the Employer. Any deviation from the specifications or alternative tender conditions must be stated clearly and any savings or additional expenses for the Client, which may be brought about by each deviation or alternative suggestion, must be quantified in the tender document.

Where reference is made to trademarks, the Tenderer may tender for **approved equivalent** products. Care must be taken, however, that the tendered product is the same and of equal or higher quality than the specified product under **all** circumstances.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions on the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

All products must be applied, installed, put into use, etc. **in accordance with** the Supplier's instructions.

The Employer will not be bound to accept any alternative tenders.

No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before tender closure. See Schedule 9.

F.2.13 Submitting of a Tender Offer

F.2.13.2 Add the following to F.2.13.2:

An electronic copy of the Bill of Quantities will be provided to all interested parties after the non-compulsory online briefing meeting, with their copy of the minutes of the compulsory Information Meeting for the Tenderer's own use.

This electronic copy of the Bill of Quantities **must not** be submitted in lieu of the priced copy required in terms of Clause F.2.13.2.

F.2.13.3 Add the following to F.2.13.3:

Parts of each Tender offer communicated on paper shall be submitted as an original plus **0 (nil)** copies.

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

The tender shall be signed by a person duly authorised to do so. Tenders submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a public notary or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 Add the following to F.2.13.5:

The Employer's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

Location of tender box: At the Entrance of the Mossel Bay Town Hall
Physical address: 101 Marsh Street
MOSEL BAY

Identification details: TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

Closing Date: Friday, 25 March 2022 Time: 12:00

Tenders will be opened on the closing date immediately after the closing time specified. If requested by any Tenderer present, the names of the Tenderers, and if practical, the total amount of each tender and of any alternative tenders will be read aloud.

F.2.13.6 Add the following to F.2.13.6:

A two-envelope procedure will **not** be followed.

F.2.13.9 Add the following to F.2.13.9:

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **not** be accepted.

F.2.15

Closing Time

Add the following to F.2.15.1:

The closing time for submission of Tender Offers is **12:00** as stated in the Tender Notice and Invitation to Tender.

F.2.16

Tender Offer Validity

Add the following to F.2.16.1:

The tender offer validity period is **90 (ninety)** days.

F.2.17

Clarification of Tender Offer after Submission

Add the following to F.2.17:

A tender may be rejected if the unit rates or lump sums for some of the items in the Bill / Schedule of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within a period of 7 (seven) days of having been notified in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F.2.19

Inspection, Tests and Analysis

Add the following to F.2.19:

Access shall be provided for the following inspections, tests and analysis: **Site investigation.**

F.2.20

Submit Securities, Bonds, Policies, etc.

Add the following to F.2.20:

The successful Tenderer will have to provide a guarantee as security and documentary proof that the necessary insurance policies required in terms of the Contract have been taken out and provide proof of premium payments to the satisfaction of the Employer.

F.2.22

Return of Other Tender Documents

Add the following to F.2.22:

Return all retained tender documents and drawings within 28 (twenty-eight) days of the expiry date of the validity period.

F.3

The Employer's Undertakings

F.3.4

Opening of Tender Submissions

Add the following to F.3.4.1:

The time and location for opening of Tender Offers is:

Time: **12:00 on Friday, 25 March 2022**

Location: At the Entrance of the Mossel Bay Town Hall

Tenders will be opened immediately after closing time for Tenders.

F.3.5

Two-envelope System

Add the following to F.3.5:

The 2 (two) - envelope procedure will **not** be followed.

F. 3.8

Test for Responsiveness

Add the following Sub-clause F.3.8.3:

Tenders will be considered non-responsive if:

- (i) the tender is not compliant with specifications;
- (ii) the bidder has not completed and/or signed the Offer portion of C 1.1: Form of Offer and Acceptance, Part 2 of C 1.2: Contract Data and C 2.2: Bills / Schedule of Quantities;
- (iii) the bidder does not comply with the minimum contract participation goals as stipulated in terms of the Employer's Preference Procurement policy;
- (iv) the Tenderer has failed to clarify or submit any supporting documentation within 7 (seven) days of being requested to do so in writing.
- (v) The bidder has not completed and/or signed the Compulsory Enterprise Questionnaire in terms of the Supply Chain Management Act and Local Government Municipal Finance Management Act.
- (vi) Bidders must have a CIDB grading designation determined in accordance with the sum tendered. See also F.2.1.1.
- (vii) Tax Compliance Status Pin as issued by the South African Revenue Services is not compliant.
- (viii) The bidder did not complete or sign the local content declaration and the annexure C – Local Content Declaration – Summary Schedule.

F.3.9

Arithmetical Errors, Omissions and Discrepancies

Amend Sub-clauses F.3.9.1 & F.3.9.2 to read as follows:

“F.3.9.1 Check the highest ranked Tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the Pricing Schedule or Bills of Quantities; or
- c) Arithmetical errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Bills of Quantities or Schedules of Prices; or
 - ii) the summation of the prices.

F.3.9.2 The Employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amount in words and the amounts in figures, the amount in words shall govern;
- b) If Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if Bills of Quantities apply) to achieve the Tendered total of the prices.

Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above.”

Evaluation of Tender Offers

Add the following to F.3.11:

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out hereunder.

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **130 out of 180 points** for this criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	Relevant <u>experience</u> in the construction of concrete storm water pipes.	50	
2	Relevant <u>references</u> in the construction of concrete storm water pipes.	30	
3	Relevant <u>experience</u> in the construction of block retaining walls.	50	
4	Relevant <u>references</u> in the construction of block retaining walls.	30	
5	Relevant experience of key staff to be employed on this project.	20	
TOTAL		180	

TABLE 1: CRITERIA

Functionality criteria are further divided as follows and points will be awarded as indicated below:

CRITERION 1: RELEVANT EXPERIENCE OF THE TENDERER IN THE CONSTRUCTION OF CONCRETE STORM WATER PIPES.

Relevant experience is defined as experience in the **construction of storm water pipes**.

- (a) A maximum of **50 (Fifty)** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firm's past experience & references related to the experience, and is not a duplication of Criterion's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

The information will be split as follows:

REF. NO.	DESCRIPTION	MAXIMUM POINTS	TENDERER SCORE
1	0 up to 2 year's relevant experience in the construction of concrete storm water pipes.	10	
2	More than 2 years up to 4 year's relevant experience in the construction of concrete storm water pipes.	25	
3	More than 4 years up to 6 year's relevant experience in the construction of concrete storm water pipes.	35	
4	More than 6 year's relevant experience in the construction of concrete storm water pipes.	50	
TOTAL			

TABLE 2: DESCRIPTION OF RELEVANT EXPERIENCE OF THE TENDERER REGARDING THE CONSTRUCTION OF STORM WATER PIPES

In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to construction of concrete storm water pipes, by means of e.g. Certificate of completion and Final Payment Certificate etc.

- (c) Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. Bidders to provide enough experience to score the total points as prescribed e.g. in order to claim fifty (50) points, relevant projects should be listed for more than six (6) year's relevant experience.

NB: If no information is provided below OR referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

Employer/Client and contact person with tel. no.	Nature of work	Value of Work (incl. VAT)	Start and completion date (month and year) Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration

CRITERION 2: RELEVANT REFERENCES OF THE TENDERER REGARDING THE CONSTRUCTION OF STORM WATER PIPES

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to the **construction of storm water pipes**.

Bidders should provide copies of three (3) reference letters, **on an official letterhead of the reference**, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- Detail of the work that have been successfully completed (construction relating to storm water pipes).
- Was the work completed within the contractual time frame?
- Was the work completed within the Contract Price / Amount / Budget / Project programme/schedule? Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
- Compliance with the Occupational Health & Safety regulations on the project?
- General performance on the project?

Please note: Two (2) points will be awarded for every positive / yes response to the above 5 (five) bullet points. Zero (0) points will be awarded for every negative and/or no response.

The letter should also include who the contact person is with all his/her detail.

OR

Bidders can provide their references with the attached questionnaire (see Attachment A), which have to be completed and signed by the references and return on an official letterhead of the reference.

The Municipality/Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity *per project experience*. Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

- Reference Scoring: A maximum of **30** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, three reference letters to which the abovementioned Experience have been provided.
- These references letters must be current/most recent, relevant and related to the Experience submitted. The letters must not be older than five (5) years.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
- 10 points max. will be awarded for each reference letter which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of the Bid Evaluation Committee.

NB: If no reference letters or questionnaires are attached NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.

ATTACHMENT A

Question to Reference	Reference's Response
1. Detail of the work that have been successfully completed (experience in the construction of storm water lines, manholes, junction boxes, catch pits and headwalls)	..... ..... .....
2. Was the work completed within the contractual time frame?	Yes No..... If No, please state why:
3. Was the work completed within the contract amount?	Yes No..... If No, please state why:
4. Did the contractor comply with the Occupational Health & Safety regulations on site?	Yes No..... If No, please state why:
5. In general were you satisfied with their performance - thus would you recommend them for this Tender considering all of above?	Yes No..... If No, please state why:

.....

REFERENCE NAME

.....

SIGNATURE

.....

CONTACT PERSON & TELEPHONE NUMBER

.....

DATE

CRITERION 3: RELEVANT EXPERIENCE OF THE TENDERER REGARDING THE CONSTRUCTION OF BLOCK RETAINING WALLS.

Relevant experience is defined as experience in the **construction of block retaining walls**.

- (d) A maximum of **50 (Fifty)** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firm's past experience & references related to the experience, and is not a duplication of Criterion 5's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (e) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

The information will be split as follows:

REF. NO.	DESCRIPTION	MAXIMUM POINTS	TENDERER SCORE
1	0 up to 2 year's relevant experience in the construction of block retaining walls.	10	
2	More than 2 years up to 4 year's relevant experience in the construction of block retaining walls.	25	
3	More than 4 years up to 6 year's relevant experience in the construction of block retaining walls.	35	
4	More than 6 year's relevant experience in the construction of block retaining walls.	50	
TOTAL			

TABLE 3: DESCRIPTION OF RELEVANT EXPERIENCE OF THE TENDERER REGARDING THE CONSTRUCTION OF BLOCK RETAINING WALLS.

In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to construction of concrete storm water pipes, by means of e.g. Certificate of completion and Final Payment Certificate etc.

- (f) Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. Bidders to provide enough experience to score the total points as prescribed e.g. in order to claim fifty (50) points, relevant projects should be listed for more than six (6) year's relevant experience.

NB: If no information is provided below OR referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

Employer/Client and contact person with tel. no.	Nature of work	Value of Work (incl. VAT)	Start and completion date (month and year) Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration

CRITERION 4: RELEVANT REFERENCES OF THE TENDERER REGARDING THE CONSTRUCTION OF BLOCK RETAINING WALLS.

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to the **construction of block retaining walls**.

Bidders should provide copies of three (3) reference letters, **on an official letterhead of the reference**, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- Detail of the work that have been successfully completed (construction relating to storm water pipes).
- Was the work completed within the contractual time frame?
- Was the work completed within the Contract Price / Amount / Budget / Project programme/schedule? Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
- Compliance with the Occupational Health & Safety regulations on the project?
- General performance on the project?

Please note: Two (2) points will be awarded for every positive / yes response to the above 5 (five) bullet points. Zero (0) points will be awarded for every negative and/or no response.

The letter should also include who the contact person is with all his/her detail.

OR

Bidders can provide their references with the attached questionnaire (see Attachment B), which have to be completed and signed by the references and return on an official letterhead of the reference.

The Municipality/Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity *per project experience*. Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

- Reference Scoring: A maximum of **30** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, three reference letters to which the abovementioned Experience have been provided.
- These references letters must be current/most recent, relevant and related to the Experience submitted. The letters must not be older than five (5) years.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
- 10 points max. will be awarded for each reference letter which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of the Bid Evaluation Committee.

NB: If no reference letters or questionnaires are attached NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.

ATTACHMENT B

Question to Reference	Reference's Response
1. Detail of the work that have been successfully completed (experience in the construction of block retaining walls with concrete foundations)	<p>.....</p> <p>.....</p> <p>.....</p>
2. Was the work completed within the contractual time frame?	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p>
3. Was the work completed within the contract amount?	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p>
4. Did the contractor comply with the Occupational Health & Safety regulations on site?	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p>
5. In general were you satisfied with their performance - thus would you recommend them for this Tender considering all of above?	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p>

.....

REFERENCE NAME

.....

SIGNATURE

.....

CONTACT PERSON & TELEPHONE NUMBER

.....

DATE

CRITERION 5: RELEVANT EXPERIENCE OF KEY STAFF TO BE EMPLOYED ON THIS PROJECT.

- (a) A maximum of **10** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee and/or professional consulting engineer overseeing the project based on the information provided and will be split as follows. *Points will only be awarded once for each staff/personnel allocated to this Tender, no multiple scoring per person.*

Site Staff Personnel required.	Maximum points	Name of Staff member	Bidder Score
1. Contract Manager (min 16 hours per week) <ul style="list-style-type: none"> Must be suitably skilled and have CV verifiable experience managing Civil projects. Is overall responsible for the execution of the works and all associated project management Must manage all Municipal instructions and ensure execution of Tender specifications. Must inspect and approve all works. Manage Payment Certificates Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication electronically via email etc. 	0-5y = 1 point 5-10y = 3 points More than 10y = 5 points		
2. Site Agent (min 4 hours per day on site) <ul style="list-style-type: none"> Must be suitably skilled and have CV verifiable experience as foreman on Civil projects. Must supervise the works full-time on site, the team / the workers and the correct use of all plant/machinery. Must be able to work with local labour. Must ensure that all Codes & Standards specifications are met and carried out. Must be able to do setting-out & levelling 	0-5y = 1 point 5-10y = 3 points More than 10y = 5 points		
3. General Foreman (min 8 hours per day / full time on site) <ul style="list-style-type: none"> Must be suitably skilled and have CV verifiable experience working with the relevant scope of work and Civil projects. Must be able to do setting-out work to obtain accurate finish levels. Must be able to supervise the construction teams and instruct corrective action. 	0-5y = 2 points 5-10y = 6 points More than 10y = 10 points		
TOTAL	20		

- (b) In order to claim points for the above bidders must submit detailed Curriculum Vitae (CV) of each key personnel to be used/allocated for this Tender. The staff or personnel listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project.

CV experience listed of key staff must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring. Please note the staff allocated to this Tender must be on-site and used for this Tender. If the person is unavailable during time of execution he/she must be replaced with someone of equal or better value and experience and proof as per CV submitted.

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer overseeing this project

JOINT VENTURES

The evaluation of functionality regarding a Consortium or Joint venture, will be performed as follows:

- i. For company experience the evaluation is based on the experience of the partner with the highest/longest experience record;
- ii. For the evaluation of the project team, if applicable, at least one of the Project leaders must be an employee with the leading partner of the consortium or joint venture. The leading partner of the consortium or joint venture is determined by the shareholding regarding the liability, which is included in the consortium or joint venture agreement.
- iii. If required for the evaluation of the financial ratings, if not issued for the consortium or joint venture specifically, the rating of the leading partner will be use in the assessment.
- iv. The designated Project leaders, if applicable, may not be changed without the prior approval of the accounting officer or his/her nominated person once the bid was awarded.
- v. Completed and signed **Resolution Taken by The Board of Directors of a Consortium or Joint Venture (see ANNEXURE A)** below;

ANNEXURE A

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium/ Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSORY TO BE COMPLETED** IN CASE OF CONSORTIUM OR JOINT VENTURE

NAME		ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____

F.3.11.1 **General**

Add the following to F.3.11.1:

The procedure for the evaluation of responsive tenders is **Method 2: Financial Offer and Preference.** (F.3.11.3)

F.3.11.3 **Method 2: Financial Offer and Preference**

Add the following to F.3.11.3:

The procedure for the evaluation of responsive tenders is as follows:

The financial offer will be scored:

- (a) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000-00, or
- (b) 80 where the financial value inclusive of VAT of one or more responsive Tender Offers have a value that equals or is less than R 50 000 000-00.

F.3.11.7 **Scoring Financial Offers**

Add the following to F.3.11.7:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is **80 (eighty)** points.

A maximum of **80 (eighty)** tender evaluation points (W_1) will be scored for Financial Offers from responsive tenders under consideration scoring points according to the formula:

$$N_{FO} = W_1 \times \left[1 - \frac{(P - P_m)}{P_m} \right] \text{ where,}$$

N_{FO} = Number of tender evaluation points awarded for Financial Offer

W_1 = Maximum tender evaluation points awarded for Financial Offer = **80 (eighty)** points

P = Financial Offer = Tender Sum (including VAT, contingencies, provisional sums and escalation) = the comparative offer of the tender offer under construction

P_m = Lowest Tender Sum (including VAT, contingencies, provisional sums and escalation) = the comparative offer of the most favourable comparative offer.

F.3.11.8 **Scoring Preferences**

Add the following to F.3.11.8:

The procedure for the evaluation of responsive tenders will be in accordance with the Tenderer's B-BBEE Status Level Certificate.

Up to **20 (twenty)** Tender evaluation points will be awarded for Tenderers who supply an authenticated copy of the B-BBEE Status Level Certificate and who are found to be eligible for the preference(s) claimed. See also Schedule 5.

Acceptance of Tender Offer

Add the following to F.3.13:

The Municipality reserves the right to with draw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest or only Tender.

Tender offers will only be accepted if:

- (i) the Tenderer has included within this document, or provided on request, an original Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- (ii) the Tenderer is registered with the Construction Industry Development Board (CIDB) in the appropriate CIDB Contractor grading designation before the tender closing date/time;
- (iii) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (iv) the Tenderer has not:
 - (a) abused the Employer's Supply Chain Management System; or
 - (b) failed to perform on any previous contract and has been given a written notice to this effect.
- (v) the Tenderer has completed the Compulsory Enterprise questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (vi) the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- (vii) the Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

Tender offers will be rejected if they show any additional items not originally included in the tender documents, conditional or incomplete offers, irregularities of any kind in the tender.

A tender may be rejected if the unit rates, or lump sums for some of the items in the Schedule of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within a period of 7 (seven) days of having been notified in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the tender sum unchanged.

The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful Tenderer for the whole tender.

Add the following new sub clause F.3.13.1:

"F.3.13.1 Notification of decision and appeal period

All Tenderers will be notified of the decision of the Supply Chain Management Tender Adjudication Committee as regards to the successful Tenderer.

Should you wish to lodge an objection, complaint or query, it will be dealt with in terms of Regulation 49: Municipal Supply Chain Management Regulations which determines that the supply chain management policy of a municipality must allow persons aggrieved by the decision or actions taken by the municipality in the implementation of its supply chain management system, to lodge within 14 (fourteen) days of the decision or action a written objection or complaint to the municipality against the decision or action.

You may lodge an objection or complaint against the decision taken by the Municipality within 14 (fourteen) days of this decision.

Should you wish to lodge an appeal against the decision taken, it will be dealt with in terms of section 62: Local Government: Municipal Systems Act 32 of 2000 which determines that a person whose rights are affected by a decision taken by a political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority to the political structure, political office bearer, councillor or staff member, may appeal against that decision by giving written notice of the appeal and reasons to the Acting Municipal Manager within 21 (twenty-one) days of the date of the notification of the decision.

You may appeal against the decision taken by the Municipality by giving written notice of the appeal and reasons within 21 (twenty-one) days of the date of the notification of this decision.

Any Tenderer wishing to exercise this right, must submit their appeal in writing to the Employer. The format of the appeal must:

- (i) set out the reasons for the appeal;
- (ii) state in which way the appellant's rights have been affected by the decision;
- (iii) state the remedy sought, and
- (iv) be accompanied by a copy of the notification advising the Tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.

The notification of the decision sent to the successful Tenderer is Acceptance in terms of the General Conditions of Contract. The successful Tenderer will be notified in writing after 14 (fourteen) days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and, if applicable, procedures for the commencement of the work."

F.3.17 Provide copies of the contract

Add the following to F.3.17:

The number of paper copies of the signed contract to be provided by the Employer is **1 (One)**.

ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Contractor will be required, prior to commencement of construction, to submit a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 (fourteen) days after receipt of the Letter of Notification of the Tender.

F.5 COMPLETION OF TENDER DOCUMENTS

- (i) The original tender document must be completed fully in **black ink** and signed by the authorised signatory to validate the tender.
- (ii) Tender documents may not be retyped or altered in any way.
- (iii) The complete original tender document must be returned. Missing pages will result in the invalidation of the tender.

F.6 REGISTRATION ON ACCREDITED SUPPLIER DATABASE

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

F.7 STAMP AND OTHER DUTIES

The successful Tenderer will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

F.8 LANGUAGE OF CONTRACT

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

F.9 WRONG INFORMATION FURNISHED

Where a contract has been awarded on the strength of the information furnished by the Tenderer which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the Contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

F.10 EXTENSION OF CONTRACT

The contract with the successful Tenderer may be extended should additional funds become available.

F.11 CONTACT WITH MUNICIPALITY AFTER TENDER CLOSURE DATE

Tenderers shall not contact the Municipality on any matter relating to their tender from the time of the opening of the tender to the time the contract is awarded. If a Tenderer wishes to bring additional information to the notice of the Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tender.

F.12 PAST PRACTICES

- (a) The tender of any Tenderer may be rejected if that Tenderer or any of its Directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The tender of any Tenderer may be rejected if it is or has been found that that Tenderer or any of its Directors influenced or tried to influence any Official or Councillor with this or any past Tender.
- (c) The tender of any Tenderer may be rejected if it is or has been found that that Tenderer or any of its Directors offered, promised or granted any Official or any of his/her close family Members, Partners or Associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past Tender.

F.13 SUB-CONTRACTING

- (a) The Contractor shall not sub-contract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not sub-contract without the prior written consent of the Employer, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and Sub-Contractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the Sub-Contractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a Sub-Contractor in accordance with paragraph (c) shall not imply a contract between the Employer and the Sub-Contractor, or a responsibility or liability on the part of the Employer to the Sub-Contractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any Sub-Contractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) The provision of labour, or
 - (ii) The purchase of materials which are in accordance with the Contract, or
 - (iii) The purchase or hire of Construction Equipment.

F.14 VALIDITY OF BEE CERTIFICATES (See Schedule 5)

- (a) **If the Certificate was issued by a Verification Agency, the following must be on the face of the Certificate:**

SANAS logo, unique BVA number, must be an original Certificate or a Certified Copy of the original, the name and physical location of the Tenderer, the registration number and, where applicable, the VAT number of the Tenderer, the date of issue and date of expiry of the Certificate, the Certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and/or logo of the Verification Agency, the Certificate must be signed by the authorised person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the Tenderer.

- (b) **If the Certificate was issued by an Auditor/Accounting Officers:**

The Accounting Officer's or Registered Auditor's letterhead with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and physical location of the Tenderer, the registration number and, where applicable, the VAT number of the Tenderer, the date of issue and the date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the Tenderer and it must be an original Certificate or a Certified Copy of the original.

- (c) **If the Certificate was issued by Registered Auditors approved by IRBA**

Clearly identify the B-BBEE approved registered Auditor by the Auditor's individual registration number with IRBA and the Auditor's logo, clearly record and approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 (twelve) months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the Tenderer and must be an original of Certified Copy of the original.

- (d) **A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.**

Also note:

- (i) **Certificates that fail to comply with the abovementioned will result in no preference points being awarded.**
- (ii) Certificates must be a valid original or certified copy of the original.
- (iii) However, in the case where a Tenderer submitted a B-BBEE Certificate at the closing date and time of the Tender, but it was not the original nor certified as a true copy of the original, the Tenderer will be requested to submit the original or certified copy of the original within 7 (seven) days or within a period as stated in the request. If the required certificate is submitted within the specified times, and the certificate complies with the requirements set by the National Treasury, the Tenderer may be awarded the points that they qualify for.

ANNEX F
(Normative)

STANDARD CONDITIONS OF TENDER

(As contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB): Standard for Uniformity in Construction Procurement) (See www.cidb.org.za)

F.1 GENERAL

F1.1 Actions

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

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

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

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

F1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an Employee and the organisation which employs that Employee.
- b) **comparative offer** means the Tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

F.1.4 **Communication and Employer's Agent**

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

F.1.5 **The Employer's right to accept or reject any tender offer**

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

F.1.5.2 The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of 6 (six) months unless only one tender was received and such tender was returned unopened to the Tenderer.

F.1.6 **Procurement procedures**

F.1.6.1 **General**

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

F.1.6.2 **Competitive negotiation procedure**

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

- F.1.6.2.2 All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions, and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after Tenderers have been requested to submit their best and final offer.
- F.1.6.3 **Proposal procedure using the two stage-system**
- F.1.6.3.1 **Option 1**
- Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the Tender Data, and in the second stage negotiate a contract with the Tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
- F.1.6.3.2 **Option 2**
- F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive Tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the Tender Data, and award the contract in terms of these conditions of tender.
- F.2 **TENDERER'S OBLIGATIONS**
- F.2.1 **Eligibility**
- F.2.1.1 Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.
- F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the Tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.
- F.2.2 **Cost of tendering**
- Accept that, unless otherwise stated in the Tender Data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 **Check documents**

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

F.2.4 **Confidentiality and copyright of documents**

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

F.2.5 **Reference documents**

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

F.2.6 **Acknowledge addenda**

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

F.2.7 **Information meeting**

Attend, where required, an information meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

F.2.8 **Seek clarification**

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

F.2.9 **Insurance**

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

F.2.10 **Pricing the tender offer**

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

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

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

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the Tender Data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

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

F.2.13 Submitting a tender offer

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

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

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

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

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

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

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the Tender Data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.

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

F.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the Tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality or performance of the works, services or supply identified in the Scope of work,
- b) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or

- c) affect the competitive position of the other Tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Schedule or Bills of Quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or
 - ii) the summation of the prices.

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than 3 (three) persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

- c) Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the highest ranked Tenderer and recommend the highest ranked Tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 **Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points, and recommends the Tenderer with the highest number of tender evaluation points, unless there is compelling and justifiable reason not to do so and the process set out in this sub clause is repeated.

F.3.11.4 **Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 **Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11. 7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 **Decimal places**

Score financial offers, preferences and quality, as relevant. To 2 (two) decimal places.

F.3.11.7 **Scoring Financial Offers**

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

where: **S_O** is the score for quality allocated to the submission under consideration;
M_S is the maximum possible score for quality in respect of a submission; and
W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the Tender Data;

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of Tender Offer

Accept the Tender Offer if, in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the Tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

- e) complies with the legal requirements, if any, stated in the Tender Data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

F.3.14. Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful Tenderers

F.3.16.1 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period.

F.3.16.2 After the successful Tenderer has been notified of the Employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

PART T 2:

RETURNABLE DOCUMENTS

T 2.1 List of Returnable Documents T 2 - 2

T 2.2 Returnable Schedules T 2 - 4

T 2.1:

LIST OF RETURNABLE DOCUMENTS

LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following Returnable Documents as part of Volume 1 and 2 of the tender documents that form as a whole the returnable documents.

1. **T 2.2: Returnable Schedules Required for Tender Evaluation Purposes**

- Schedule 1: Certificate of Inspection of the Site
- Schedule 2: Municipal Tender Documents
- Schedule 3: Tax Compliance Pin
- Schedule 4: Municipal Rates, Taxes and Charges
- Schedule 5: Preferencing Schedule (Direct Preference)
- Schedule 6: Confirmation of CIDB Contractor Registration
- Schedule 7: Compensation for Occupational Injuries & Diseases (COID)
- Schedule 8: Addenda/Notice(s) Issued to Tenderers
- Schedule 9: Alterations by Tenderer
- Schedule 10: Certificate of Work Experience of the Tenderer
- Schedule 11: Schedule of Equipment
- Schedule 12: Daywork Schedule
- Schedule 13: Proposed Sub-Contractors
- Schedule 14: Declaration concerning Fulfilment of the Construction Regulations, 2014
- Schedule 15: List of Key Personnel

2. **Part C 1: Agreements and Contract Data**

- 2.1 C 1.1: Form of Offer and Acceptance
- 2.2 C 1.2: Contract Data
- 2.3 C 1.3: Pro Formas

3. **Part C 2: Pricing Data**

- 3.1 C 2.1: Pricing Instructions
- 3.2 C 2.2: Bill of Quantities

T 2.2:

RETURNABLE SCHEDULES

SCHEDULE 1

CERTIFICATE OF INSPECTION OF THE SITE

This is to certify that I,

Representative of Contractor

in the company ofvisited the site on
(date) and studied the Contract Documents, I carefully examined the Site.

I have made myself familiar with all local conditions likely to influence the work and the cost thereof and state that no misrepresentations have been made to me regarding the ground and other local conditions.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

DATE:

.....

SIGNED BY ENGINEER

.....

SIGNED BY TENDERER

.....

WITNESS

SCHEDULE 2

MUNICIPAL TENDER DOCUMENTS:

TENDER CONDITIONS AND INFORMATION

- MBD 1: TENDER FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY**
- MBD 4: DECLARATION OF INTEREST**
- MBD 5: DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION**
- MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**
- MBD6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.**
- MBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**
- MBD 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

MBD 1:

**TENDER FOR THE
REQUIREMENTS OF THE
MUNICIPALITY OF
MOSSEL BAY**

**SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY

BID NUMBER:	TDR257/2021/2022	CLOSING DATE:	25 MARCH 2022	CLOSING TIME:	12:00
DESCRIPTION	UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

The Tender Box

Mossel Bay Municipality

P O Box 25

MOSSEL BAY

6500

Or

deposited in the tender box situated on the Lower Ground Floor, Municipal Building, 101 Marsh Street, Mossel Bay

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
-----------------------	----------	--	----	---------	--

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	V3 Consulting Engineers
CONTACT PERSON	Me. Juanita Schutte	TELEPHONE NUMBER	044 6912305
TELEPHONE NUMBER	(044) 606-5198	FACSIMILE NUMBER	-
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	mosselbaai@v3consulting.co. za
E-MAIL ADDRESS	jschutte@mosselbay.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4:

DECLARATION OF INTEREST

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
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, shareholder²):.....
 - 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 so, furnish particulars
.....

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

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

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

3.9.1 If so, 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 so, furnish the following particulars:

.....

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

YES / NO

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars

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

3.13.1 If so, furnish particulars.....

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

3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

MBD 5:

**DECLARATION FOR
PROCUREMENT ABOVE R10
MILLION**

MBD 5: Declaration for procurement above R10 million

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

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment during the past three years.
.....
.....
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
.....
.....
- 2.2 If yes, provide particulars:
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES/NO**
- 3.1 If yes, furnish particulars.
.....
.....
4. Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality entity is expected to be transferred out of the Republic? **YES/NO**
- 4.1 If yes, furnish particulars.
.....

CERTIFICATION

I, THE UNDERSTAND (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THE DECLARATION IS FORM TRUE AND CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROOF TO BE FALSE.

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

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

Tenderer.....

MBD 6.1:

**PREFERENCE POINTS CLAIM
FORM IN TERMS OF THE
PREFERENTIAL
PROCUREMENT
REGULATIONS, 2017**

SECTION 4.2 MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Where

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

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

MBD 6.2:

**DECLARATION CERTIFICATE FOR
LOCAL PRODUCTION AND
CONTENT FOR
DESIGNATED SECTORS**

SECTION 4.3: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel products and components for construction	100%

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

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(a) The local content percentage (%) indicated below has been calculated using the formula given in clause

3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Local Content Declaration - Summary Schedule

Tender No.	257/2020/2021		
Tender description	UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE		
Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION HAVE BEEN DESIGNATED WITH A MINIMUM OF 100 % FOR LOCAL CONTENT AND PRODUCTION.		
Tender Authority	MOSSEL BAY MUNICIPALITY		
Tendering Entity name			
Tender Exchange Rate	Pula		EU
Specified local content %			

Note: VAT to be excluded from all calculations

GBP

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
D 5.1	Steel reinforcing bars (L=400mm)							70			

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

SECTION 4.3: MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.4: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading as to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

MBD 8:

**DECLARATION OF
TENDERER'S PAST SUPPLY
CHAIN MANAGEMENT
PRACTICES**

SECTION 4.5: MBD8: 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:
 - (i) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - (ii) been convicted for fraud or corruption during the past five years;
 - (iii) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - (iv) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

MBD 9:

**CERTIFICATE OF
INDEPENDENT TENDER
DETERMINATION**

SECTION 4.6 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 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 (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

in response to the invitation for the bid made by:

MOSSEL BAY MUNICIPALITY

(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 consortium³ will not be construed as collusive bidding.

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

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

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE

JOINT VENTURE INFORMATION

In the case of a Trust, Consortium or Joint venture the following will apply:

- 1) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
- 2) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- 3) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
- 4) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - a) a valid tax clearance certificate or SARS tax pin, individually;
 - b) an agreement that clearly provides clarity of Profit and liability sharing; and
 - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement as detailed in Annexure A (page T1-22.)
- 5) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

SCHEDULE 3

TAX COMPLIANCE STATUS PIN

The Tenderer must attach to this page a **copy of a Tax Compliance Status Pin** from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a Joint Venture between two or more firms, the Tenderer shall attach a copy of the Tax Compliance Status Pin for each of the Joint Venture partners. See also T 1.2: Tender Data F.2.23.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 4

MUNICIPAL RATES, TAXES AND CHARGES

The Tenderer must attach to this page a copy of the Tenderer's and those of its Directors' municipal accounts (for the Municipality where the Tenderer pays his account) for the month preceding the tender closure date. See MBD 6.1.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 5

PREFERENCING SCHEDULE (DIRECT PREFERENCE)

Attach BEE Verification Certificate

1. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

- 1.1) Tenderers are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tenders, to substantiate their B-BBEE rating claims.
- 1.2) Tenderers who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the tendering process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBEE.
- 1.3) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.
- 1.4) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- 1.5) If an institution is already in possession of a valid and original or certified copy of a Tenderer's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another tender, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a tender is submitted from the specific Tenderer.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the tender falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

- 1.6) AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
 - 1.6.1) Tenderers other than EMEs
 - (a) Verification agencies accredited by SANAS; or
 - (b) Registered auditors approved by IRBA.
 - 1.6.2) Tenderers who qualify as EMEs
 - (a) Accounting officers as contemplated in the CCA; or
 - (b) Verification agencies accredited by SANAS; or
 - (c) Registered auditors. (Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates).

1.7) VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

1.7.1) Verification agencies accredited by SANAS

1.7.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.

1.7.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on

http://www.sanas.co.za/directory/bbee_default.php.

The relevant BVA may be contacted to confirm whether such a certificate was issued.

1.7.1.3 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example EME, QSE or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity.

1.7.2 Registered auditors approved by IRBA

1.7.2.1 The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must -

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo;
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity;
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores;
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 (twelve) months from the date of issuance and reflect both the issuance and expiry date.

1.7.2.2 Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on <http://www.thedti.gov.za> and / <http://www.irba.co.za>.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

1.7.3 Accounting officers as contemplated in section 60(4) of the CCA;

1.7.3.1 These certificates will be issued in the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.

1.7.3.2 The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

1.8 VERIFICATION CERTIFICATES IN RESPECT OF EMEs

1.8.1 In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with an annual total revenue of R5 million or less qualifies as an EME.

1.8.2 In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R5 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential Tenderer to qualify as an EME. For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 respectively.

1.8.3 EMEs are deemed to have a B-BBEE status of "level four (4) contributor". In instances where EMEs are more than 50% owned by black people, such EMEs qualify as "B-BBEE status level three (3) contributors".

1.8.4 Sufficient evidence to confirm a qualifying EME is a certificate issued by an Accounting Officer (as contemplated in the CCA), a similar certificate issued by a Registered Auditor or a Verification Agency.

1.8.5 When confirming the validity of a certificate in respect of an EME, the following should be detailed on the face of the certificate:

- The Accounting Officer's or Registered Auditor's letter head with full contact details;
- The Accounting Officer's or Registered Auditor's practice numbers;
- The name and the physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The B-BBEE Status Level of Contribution obtained by the measured entity; and
- The total black shareholding and total black female shareholding.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 6

CONFIRMATION OF CIDB CONTRACTOR REGISTRATION

I/We understand that only Tenderers who are registered with the Construction Industry Development Board (CIDB) in a Contractor grading designation equal to or higher than a Construction grading designation determined in accordance with the sum tendered for, are eligible to submit tenders.

Joint Ventures are eligible to submit Tenders provided that:

1. Every member of the Joint Venture is registered with the CIDB;
2. The lead partner has a Contractor grading of not more than one lower than the designation determined in accordance with the sum tendered.
3. The combined Contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered; and
4. The contract participation of each member in a Joint Venture is in accordance with the individual member's CIDB contractor grading designation.

I/We understand that the Employer may only enter into a formal contract with a Tenderer who is registered with the Construction Industry Development board (CIDB) as a CIDB Designation **CE** (of the correct Class in accordance with the tendered sum) and has been issued with such a CIDB Contractor registration grading designation.

Contractor Industry Development Board (CIDB) Contractor Registration

I/We wish to confirm the following:

Yes I/We are registered with the CIDB as a **CE** (Class Civil Engineering Works / Building works) Contractor:

Registration No.:

CIDB Contractor's Grading:

Tender amount, VAT included: R.....

I/We understand that:

Tenderers must be registered prior to the closing date/time for tender submissions in a CIDB Contractor grading designation equal to or higher than a grading corresponding to the amount tendered.

DESIGNATION	UPPER LIMIT, (R) OF TENDER VALUE RANGE, VAT INCLUDED
1	500,000
2	1 000,000
3	3,000,000
4	6,000,000
5	10,000,000
6	20,000,000
7	60,000,000
8	200,000,000
9	N/A

TABLE: The value required to determine the financial capability of a Contractor is as indicated.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 7

COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES (COID)

The Tenderer must attach to this page a copy of the Tenderer's COID Number from the Department of Labour.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

LETTER OF GOOD STANDING FROM THE COMPENSATION COMMISSIONER (See Schedule 7)

1. A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the Tender documents.
2. In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the Tender Documents.
3. If a Tender is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the Tender Documents the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the Tender will be disqualified.
4. If a Tender is accompanied by proof of application for a valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/before the final date of award.
5. Should a Tenderer's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

SCHEDULE 8

ADDENDA / NOTICE(S) ISSUED TO TENDERERS

We confirm that the following communications / addenda / Notice(s) to Tenderers received from the Employer before the submission of this Tender offer, amending the Tender documents, have been taken into account in this tender offer:

ADDENDUM NO.	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE
1		Minutes of the Online Briefing Meeting (Clarification Meeting) of 3 March 2022.

Dates and details of Addenda / Notices issued and received by Tenderers must be provided in this Schedule.

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

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 9

ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the GCC, Specifications, Schedule of Quantities or Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Should the Tenderer not desire to make any departures or modifications, he must state "**NONE**" in the schedule hereunder and sign it.

PAGE	CLAUSE OR ITEM
See T 1.2: Tender Data: F.2.12: Alternative Tender Offers	

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 10

CERTIFICATE OF WORK EXPERIENCE OF THE TENDERER REGARDING THE CONSTRUCTION OF PREMIX ROADS AND ASSOCIATED STORMWATER

I/We, of certify hereby that the following list represents contracts successfully completed by me/us in the recent past and that it is of a similar nature at the works described in this document.

DESCRIPTION OF RELEVANT WORKS	VALUE	DATE OF COMPLETION	EMPLOYER AND CONTACT PERSON WITH TEL. NO.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 11

SCHEDULE OF EQUIPMENT

If my/our tender is successful, I/we of
undertake/s to place the following equipment on the site for the execution of the works:

NAME AND DESCRIPTION	NUMBER

In accordance with Clause 4.9 of the GCC, I/we undertake not to remove any plant and/or equipment from the construction site without the written consent of the Engineer, which consent shall not be unreasonably withheld.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 12

DAYWORK SCHEDULE

This daywork schedule shall be completed by the Contractor as fully detailed as possible since it is to be used to put a valuation upon additional or substituted work which by their nature cannot conveniently be valued at the rates tendered by the Contractor and where the Contractor has been instructed to carry out such work on a daywork basis.

The Contractor is required to fill in the schedule listed below with prices for labour, plant and materials for the work that shall be executed in terms of Clause 6.5.1 of the GCC, forming part of the Contract Documents.

ITEM	DESCRIPTION	UNIT	RATE
1	<u>LABOUR:</u> In the rates tendered, the Contractor shall allow for the use of all small tools, e.g. picks, shovels, hammers, etc.		
(a)	Unskilled labourers	Hour	.....
(b)	Skilled tradesmen	Hour	.....
(c)	Gangers	Hour	.....
(d)	Plant Operators	Hour	.....
2	<u>MATERIALS:</u> For the supply and use including delivery charges on the site where the material is built into the permanent works.		Cost plus 15% (Fifteen per cent)
3	<u>PLANT:</u> Under this heading, the Contractor is required to list the operating and standing charges for all the plant he proposes to use in terms of this Contract on daywork and shall insert the rates for the use of such plant in terms of this Contract on a plant hire basis, priced per hour inclusive of all fuel, equipment, etc., but excluding the plant operator's cost which will be taken as listed above in Item 1.		

ITEM	DESCRIPTION	UNIT	RATE
4	<p><u>GENERAL</u></p> <p>Under this item, the Contractor may list such other items of plant, labour, materials, etc. which have not been provided for in the items hereinbefore and which the Contractor considers he may require to properly execute work on a daywork basis.</p>		
5	<p><u>SUPERVISION AND OVERHEADS</u></p> <p>Under this item, the Contractor must allow for all charges, inclusive to allow for proper supervision and all overheads, in connection with daywork . His allowance shall be calculated on the percentage basis which must be indicated by the Contractor in the Schedule. The Contractor is to note that for the purpose of calculating the percentage, the value of materials as listed under Item 2 shall not be included in the total hereunder for establishing such percentage as aforesaid.</p> <p>Supervision and overheads</p>		<p>..... %</p>

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 13

PROPOSED SUB-CONTRACTORS

In order to complete the Works under this Contract, I/we propose to employ the following Sub- Contractors to carry out the portion/type of work as detailed.

(**Note:** All proposed Sub-Contractors must be listed).

SUB-CONTRACTOR: NAME, ADDRESS AND TELEPHONE NO.	PORTION / TYPE OF WORK TO BE UNDERTAKEN	ESTIMATED VALUE OF WORK

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

SCHEDULE 14

DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014, WHERE APPLICABLE

In terms of regulations 5.1 (g) & (h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

YES ☐ NO ☐

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

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)

Own resources, still to be hired and/or trained (until competency is achieved)

Specialist subcontract resources (competent) – Specify:

.....

.....

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

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

(Tick)

YES ☐ NO ☐

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

SIGNED ON BEHALF OF THE TENDERER:

(Name in print): **ID NO.:**

WITNESS:

(Name in print): **ID NO.:**

DATE:

SCHEDULE 15 LIST OF KEY PERSONNEL

I/We, of certify hereby that the following list of key personnel will be assigned to this Tender by me/us.

KEY PERSONNEL	NAME	YEARS OF EXPERIENCE
Contract Manager		
Site Agent		
General Foreman		

NOTE: CV'S OF THE KEY PERSONNEL TO BE ATTACHED TO THIS SCHEDULE.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

THE CONTRACT

PART C 1:

AGREEMENT AND CONTRACT DATA

C 1.1 Form of Offer and Acceptance	C 1 – 2
C 1.2 Contract Data	C 1 - 7
C 1.3 Pro Formas	C 1 - 18

C 1.1:

FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)**

OFFER

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

TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
Tenderer**

.....
(Name and address of organisation)

**Name & signature
of witness** **Date**

ACCEPTANCE

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

The terms of the Contract are contained in:

Part C 1: Agreement and Contract Data, which includes this agreement
Part C 2: Pricing Data (Bill of Quantities)
Part C 3: Scope of Work
Part C 4: Site Information, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C 3 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s)

Name(s)

Capacity

For the

Employer

.....
(Name and address of organisation)

Name & signature
of witness **Date**

SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject**

Details

2. **Subject**

Details

3. **Subject**

Details

4. **Subject**

Details

5. **Subject**

Details

6. **Subject**

Details

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

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

FOR THE CONTRACTOR (SUCCESSFUL TENDERER):

Signature(s)

Name(s)

Capacity

For the Contractor
(Name and address of organisation)

Name & signature of witness
Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

For the Employer
(Name and address of organisation)

Name & signature of witness
Date

C 1.2:

CONTRACT DATA

PART 1:

DATA PROVIDED BY THE EMPLOYER

**TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND
CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE**

CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

Variations, amendments and additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

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

The Pro Formas bound with the General Conditions of Contract 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

CONTRACT SPECIFIC DATA

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

Compulsory Data

Clause 1.1.1.13:

The Defects Liability Period is *12 (Twelve) months, measured from the date of the Certificate of Completion.*

Clause 1.1.1.15:

The name of the Employer is *Mossel Bay Municipality.*

Clause 1.1.1.16:

The name of the Employer's Agent is *V3 Consulting Engineers (Pty) Ltd.*

Clause 1.1.1.26:

The Pricing Strategy is a *Re-measurement Contract.*

Clause 1.2.1.2:

The address of the Employer is *Private Bag X29, MOSSEL BAY, 6500.*

The address of the Employer's Agent is *P.O. Box 730, MOSSEL BAY, 6500.*

Clause 1.3.3:

The language of the Contract and of written communication shall be Afrikaans and/or English as determined by the Employer and the Employer's Agent at the onset of the Contract.

Clause 1.3.5:

The Employer's Agent shall retain *copyright and property rights on his documentation, etc.*

Clause 1.3.6:

The Employer's Agent shall retain copyright and property rights on his documentation, etc.

Clause 3.2.3:

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

1. Authorising the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.
2. The issuing of Variation Orders in terms of Clause 6.3.2.
3. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
4. Granting permission to work during non-working times in terms of Clause 5.8.1.
5. Suspend the progress of the works in terms of Clause 5.11.
6. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
7. The approval of any extension of time for completion in terms of Clause 5.12.1.
8. The reduction of a penalty for delay in terms of Clause 5.13.2.
9. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
10. The giving of a ruling on a Contractor's claim in terms of Clause 10.1.5.
11. The agreeing for an extension to the 28 (twenty eight) days period in terms of Clause 10.1.5.1.
12. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

Clause 4.1.2:

Amend the first three lines to read:

"Where any part of the Works, whether permanent or temporary is designed by the Contractor, he shall, notwithstanding any approval of the Employer's Agent be liable for any error or deficiency in and design, drawing or document and any loss or damage arising out of such error or deficiency."

Clause 4.2:

Add the following new sub-clause:

Clause 4.2.3:

- "4.2.3.1 The Employer's Agent shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.
- 4.2.3.2 After compliance by the Employer's Agent with the provisions of Sub-Clause 5.4.1, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.
- 4.2.3.3 If at any time during the progress of the Works, any error shall appear or arise in the position, levels dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer's Agent, shall at his own expense rectify such error to the satisfaction of the Employer's Agent, but if such error is based on incorrect data supplied in writing by the Employer's Agent or if there is any delay in providing the particulars required in terms of Sub-Clause 5.4.1, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.1.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works. The checking of any setting-out or of any line or level by the Employer's Agent shall not relieve the Contractor of his responsibility for the correctness thereof."

Clause 4.3:

Add the following new sub-clause:

"4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is concluded in the Contract Document (C 1.4 of Contract Data) and shall be completed and submitted to the Employer, together with a letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within 14 (fourteen) days after the Commencement Date. The Contractor shall ensure that any letter of Good Standing shall be timeously **renewed in order that it remains in full force for the duration of the Contract**".

Clause 4.4.4:

Add the Employer's Agent to the consultation between the Employer and the Contractor.

Clause 4.9

Add the following new sub-clauses:

"4.9.2: In order to preclude seizure by the owner of any construction equipment being held by the Contractor on a hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any monies owing or that may become owing the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.

4.9.3: When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the Subcontractor."

Clause 5.3.1:

The Commencement Date will be the date that the site is handed over to the Contractor by the Employer's Agent/Employer.

The Contractor shall commence executing the Works within *14 (fourteen) days from the Commencement Date*.

The documentation required before commencement with Works execution is:

Health and Safety Plan (Refer to Clause 4.3)
Initial programme (Refer to Clause 5.6)
Security or performance guarantee (Refer to Clause 6.2)
Insurance (Refer to Clause 8.6)

Clause 5.3.2:

The Works programme is to be delivered within **7 (seven) days** of the Commencement Date

The time to deliver the Performance Guarantee; within **14 (fourteen) days** of Acceptance

The liability for the guarantee shall be for **10 (ten) %** of the Contract Price

The Works are to be commenced within **14 (fourteen) days** of the Commencement Date

The other documentation required before commencement with Works execution is **28 (twenty eight) days**

Clause 5.4:

Clause 5.4.2:

Access to and possession of Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.

Add the following sub-clause:

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

Clause 5.8.1:

The non-working days are *usually Sundays*.

The special non-working days are:

- (1) *Public holidays and the official Builder's Holiday (Year End Break).*
- (2) *The year end break commencing on 16 December 2022 and ending on 06 January 2023.*

Clause 5.9.1:

Add the following paragraph:

“All additional copies, whether provided by the Employer's Agent or reproduced by the Contractor, shall be to the Contractor's account.”

Clause 5.9.7:

Add the following sub-clause:

The Contractor shall, in his tender for each alternative design, include an item to cover the cost for checking his design. **This item shall be 10 (ten) % of the amount tendered for the alternative items** without any price adjustment in terms of Clause 6.8 of the General Conditions of Contract being considered, and the amount will be payable to the Employer's Agent only upon an authorisation issued by the Employer's Agent.

Clause 5.11.4:

Add the following after “Contractor,” and before “the Contractor: in the third line:

“5.11.4 “or by reason of any Contractor executing construction work, which is not in accordance with the Contractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons”

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed in the Project Specifications for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

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

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.

Should an extension of time be granted by the Employer's Agent, such extension of time will be added to the time for completion or set against any over-provision that may have occurred in the abovementioned Schedule.

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

See also PS 14.2.33.

Clause 5.13.1:

The penalty for failing to complete the Works is *R 1 500-00 (One Thousand Two Hundred Rand) per calendar day of delay.*

Clause 5.14.4:

Add the following at the end of this sub-clause:

"However, a Certificate of Completion will not be issued before the Contractor hands over a consolidated Health and Safety file that shall include all the specified information, as well as all "Record" information as required by the Employer's Agent."

Clause 5.16.3:

The latent defect period is *10 (ten) years.*

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of 10 (ten) % of the Contract Sum. The performance guarantee shall contain the wording of the document included in C 1.3.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued."

Clause 6.3:

Add the following sub-clause:

"6.3.3.1: All rates will be fixed as tendered, irrespective of the percentage variation."

Clause 6.6:

In the second line of sub-clause 6.6.1.2, after the words "sum or sums" insert the words "excluding VAT."

In the first line of sub-clause 6.6.1.2.1, after the words "sum or sums" insert the words "excluding VAT."

In the second line of sub-clause 6.6.1.2.2, after the word "sum" insert the words "excluding VAT."

In the fourth line of sub-clause 6.6.2, after the word "price" insert the words "excluding VAT."

Clause 6.6.3:

Delete this sub-clause and replace with the following:

"Expenditure in connection with Provisional and Prime Cost Sums shall be solely at the discretion and on the instruction of the Employer's Agent. No expenditure shall be incurred under a Contingency Allowance without

the written approval of the Employer's Agent. Any parts of the amounts provided under any of the above items in the Bill of Quantities which are not expended shall not be included in the Contract Price."

Clause 6.7.1:

Replace the contents of sub-clause 6.7.1 with the following:

"The quantities in the Bill of Quantities are nominal quantities which are included solely for the purpose of Tender evaluation. These quantities are not guaranteed, nor have they any other significance in terms of the Contract other than a means of assessing the Tender.

Only the actual quantities of work which are executed by the Contractor in fulfilment of his obligations under the Contract will be measured or approved by the Employer's Agent for payment purposes.

An alteration of the quantities included in the Bill of Quantities shall not affect the validity of the Contract. The Tendered rates and prices shall remain valid and applicable irrespective of any differences between the quantities in the Bill of Quantities and the quantities finally certified for payment."

Clause 6.8.2:

Add the following to Clause 6.8.2:

"The Contract Price shall **not be** subject to contract price adjustments in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials."

Clause 6.8.4:

Add the following to Clause 6.8.4:

"Notwithstanding the above, in the event that a public holiday is proclaimed after 28 (twenty-eight) days before the closing date for tenders, no cost other than those that can be claimed under Clause 5.12.3 shall be added to the contract price."

Clause 6.10.1.5:

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

Clause 6.10.2:

Replace the second sentence (commencing "The valuation of such materials") with the following:

"The valuation of such materials shall be based on the purchase price and delivery cost reflected by the relevant invoices or receipts, exclusive of Value Added Tax and discounts to the Contractor and inclusive of any other duties payable on such material. (Value Added Tax will be added only to the nett amount certified by the Employer's Agent as payable to the Contractor in respect of each Payment Certificate, as provided for in sub-clause 6.10.1;"

Add the following:

"Payment to the Contractor for any materials on site shall only be authorised after proof of ownership by the Contractor has been lodged with the Employer's Agent in the form of receipted invoices or other acceptable documents."

Clause 6.10.3:

Interim payments to the Contractors shall be subject to retention by the Employer of an amount of **10 (ten) %** of the said amounts due to the Contractor. The limit of retention money is **10 (ten) %** of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

Clause 6.10.4:

Add the following to Clause 6.10.4:

“Furthermore, payment shall be subject to the Employer being in possession of an original valid Tax Clearance Certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original Tax Clearance Certificate to the Employer) should any current certificate expire during the contract period.

Notwithstanding anything above, the Employer’s Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.”

Clause 6.11:

For the purpose of this Tender abovementioned Clause shall change so that 15 (fifteen) % reads **100 (one hundred) %**.

Clause 7.2.1:

Add the following to this sub-clause:

“The onus rests with the Contractor to produce work which conforms in quality and accuracy of detail to all the requirements of the specifications and drawings, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.”

Clause 7.4.1

Add the following to this sub-clause:

“The Contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as concrete and asphalt. Although not a requirement for the Contractor to conduct regular tests on any commercially produced products such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him.

Similarly, the quality of all elements of the works shall be checked on a regular basis so as to ensure compliance with the specified requirements.

The intensity of control and of tests to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfaction of the Employer’s Agent.

Where any natural materials or products made from natural materials are supplied, upon completion of each element of the construction works, the Contractor shall test and check such materials, products and or elements for compliance with the specified requirements and shall submit his results to the Employer’s Agent for approval. Such submission shall include all his measurements and test results and shall furnish adequate proof of compliance with the specified requirements.”

Clause 7.6.3.3

Add the following new sub-clause:

“To stop any Contractor from executing construction work, which is not in accordance with, the Contractor’s Health and Safety Plan for the site or which poses a threat to the health and safety of persons and to implement the required health and safety measures before continuing.”

Clause 8.4.1.1:

Delete and replace with the following:

“... hereby indemnifies the Employer, the Employer’s Agent and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any Employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and”

Clause 8.6:

Clause 8.6.1.1.2:

The value of Plant and Materials supplied by the Employer to be included in the insurance sum is *R0-00 (Nil Rand)*.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is *R 50 000-00 (Fifty Thousand Rand)*.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is *R 5 000 000-00 (Five Million Rand)*.

Clause 8.6.1.5:

In addition to the insurances required in terms of the General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4, the following insurance is also required:

- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.

Clause 8.6.8:

Add the following new sub-clause 8.6.8:

“Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having

an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of insurance."

Clause 9.2.1:

Add the following new sub-clause 9.2.1.3.9, 9.2.1.3.10, 9.2.1.3.11 and 9.2.1.3.12:

- "9.2.1.3.9: The Contractor committed a corrupt or fraudulent act during the procurement process or execution of the contract."
- "9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement Process or in the execution of the contract that benefitted the Contractor."
- "9.2.1.3.11 The Contractor fails to provide the required Guarantee and insurances within the prescribed time."
- "9.2.1.3.12 Has failed to execute construction work in accordance with the Contractor's Health and Safety Plan or with a threat to the health and safety of persons within 14 (fourteen) days after receiving from the Employer's Agent written notice of the same."

Clause 10.1.6

Add the following sub-clause:

"Early warning – A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.

The Contractor's entitlement to extension of the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps."

PART 2:

DATA PROVIDED BY THE TENDERER

PART 2: DATA PROVIDED BY THE TENDERER

Clause 1.1.1.9:

The name of the Tenderer is

Clause 1.2.1.2:

The address of the Tenderer is:

Physical address:
.....
.....

Postal address:

E-mail address:

Fax number:

Contact person:

Cell No.:

Clause 1.1.1.14:

The time for achieving Practical Completion is:weeks from the Commencement Date.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is%.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

WITNESS:

C 1.3:

PRO FORMAS

PRO FORMA: C 1.3.1

FORM OF GUARANTEE

TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

WHEREAS **Mossel Bay Municipality**
(hereinafter referred to as "the Employer") entered into a Contract with

.....
(hereinafter called "the Contractor")

on theday of 20 for the construction of:

TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

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

AND WHEREAS
has/have at the request of the Contractor, agreed to give such a guarantee.

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of:

..... (R)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. This guarantee is neither negotiable nor transferable.
8. We hereby choose our address for the serving of all notices for all purposes arising here from
as

IN WITNESS WHERE OF this guarantee has been executed by us at

on this day of 20.....

As witnesses:

1. Signature

2. Signature

Duly authorised to sign on behalf of

Address

.....

PRO FORMA: C 1.3.2

CERTIFICATE OF OWNERSHIP OF MATERIAL ON SITE

FULL NAME OF CONTRACTOR:

ADDRESS:

.....

NAME OF EMPLOYER:

ADDRESS:

.....

CONTRACT DATE:

CONTRACT NO.:

The undersigned Contractor hereby certifies that:

- (i) the material listed hereunder (the material), which were formerly my sole and exclusive property and to which no third party has any rights, have been paid for all and lawfully acquired by
- (ii) (the Employer), upon such payment constructive delivery of the material to the Employer took place;
- (iii) ownership of the material vests in the Employer;
- (iv) the material are insured in accordance with the requirements of the General Conditions of Contract;
- (v) the material are held by the Contractor in storage for and on behalf of the Employer at (address)
- (the premises);

and certifies further that the premises are

*(a) the property of the Contractor; or

*(b) the property of

(of address)

and are let to the Contractor by

(of address)

LIST OF MATERIAL ON SITE

[illegible]

SIGNED ON BEHALF OF THE CONTRACTOR:

DATE:

WITNESS:

OCCUPATIONAL HEALTH & SAFETY ACT, ACT 85 OF 1993

**CONSTRUCTION REGULATION 5(1)(k) of 2014
APPOINTMENT OF PRINCIPAL CONTRACTOR**

I, **Dick Naidoo**, the Director: Infrastructure Services of Mossel Bay Municipality hereby appoint you,, as Principal Contractor to perform the construction work of **TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE** and to effectively manage those Contractors appointed to assist you with the work.

In terms of this appointment, you are required to ensure that all requirements of the Occupational Health and Safety Act are complied with on the said **TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE**

In particular, you are required to ensure compliance with the Construction Regulations, which requires of you to ensure, amongst others, the following:

1. That a sufficient, site-specific Health and Safety Plan is provided to the Client for approval and such plan implemented and maintained on site; this shall also apply to any Sub-Contractors appointed;
2. Ensure that work is carried out by suitably trained/competent persons with the necessary resources at their disposal to ensure that work is performed safely and without risk to health;
3. Ensure that all persons allowed on site (employees & visitors) undergo induction training and carry proof of such induction training undergone;
4. Provide the Client with any information that may affect the health and safety of any person;
5. After implementation of the Health and Safety Plan, you must ensure that such plan is maintained; to this end you are required to conduct audits on Contractors at pre-determined intervals of not more than one month;
6. That any construction work be stopped if not performed in accordance with the approved Health and Safety plans or if the process poses a threat to the health and safety of any person;
7. That your company are registered and in good standing with the Compensation Fund or another licensed compensation insurer and that you have made sufficient provision for the cost of health and safety measures in the tender; and
8. That a consolidated Health and Safety file, in terms of Construction Regulation 7 (1)(e) of 2014 as applicable, is handed to **Mossel Bay Municipality** upon completion of the construction work.

This appointment is valid from to the completion of the stipulated construction work.

.....
DICK NAIDOO
DIRECTOR: INFRASTRUCTURE SERVICES

.....
DATE

OCCUPATIONAL HEALTH AND SAFETY MANUAL

Occupational Health & Safety Act
(85 of 1993)

Section 37(1) & (2) Construction Regulation 7

AGREEMENT WITH MANDATORY

Date:

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 CONSTRUCTION REGULATIONS 2014

AGREEMENT WITH MANDATORY In terms of Section 37(1) & (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Mossel Bay Municipality
(Hereinafter referred to as **Client** / Principal Contractor / Contractor)

AND

.....
Principal Contractor / Contractor

MOSSEL BAY MUNICIPALITY

CONTRACT NO. / ORDER NO.

**TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND
CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE**

OHS MANDATORY FORM

(TO BE COMPLETED AND SIGNED BY ALL MANDATES)

**OCCUPATIONAL HEALTH AND SAFETY ACT
NO. 85 OF 1993**

Note: Section 1(1)(xxviii) of the Act defines a “Mandatory” as including “an Agent, a Contractor or a Sub-Contractor for Work”.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, act 85 of 1993, hereinafter referred to as “the Act”, the Contractor as an employer in its own right and in its capacity as Contractor the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act; and
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with; and
- (iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Acts and Regulations and expressly absolves the Employer and the Employer’s Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the Contract; and
- (iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

.....
WITNESS

.....
FOR AND ON BEHALF OF MOSSEL BAY MUNICIPALITY

Signed at on the day of 20....

.....
WITNESS

.....
FOR AND ON BEHALF OF THE CONTRACTOR

Signed at on the day of 20....

PART C 2: PRICING DATA

C 2.1 Pricing Instructions

C 2 - 2

C 2.2 Bill of Quantities

C 2 - 6

C 2.1:

PRICING INSTRUCTIONS

MOSSEL BAY MUNICIPALITY

TDR257/2021/2022

BILL (SCHEDULE) OF QUANTITIES

GENERAL REFERENCES

1. The work scheduled below is described in more detail in the specifications and drawings. Where certain items are referred to the GCC or Specification or a certain drawing number for more information, the Tenderer is referred to the complete GCC, Specification and Drawings and it must not be presumed that the references are complete.
2. Arithmetical errors will be corrected. See T 1.2: Tender Data: Annexe F: F 3.9 of this Tender Document.
3. The price quoted in the Rate Column next to each item shall be assumed **the all-inclusive price** for the work to be executed as referred to in the item.
4. The prices as tendered in the Bill of Quantities shall be taken as being valid for the full duration of the Tender, unless otherwise stated in C 1.2: Contract Data: Part 1: Clause 6.8.2 of this Tender Document.
5. Should **no rate** be tendered, "**Included Elsewhere**" or "**Nil**" must be written in the Amount Column. 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 is entered will be considered to be covered by the other prices or rates in the Bill.

Where an item is priced "**Included Elsewhere**" or "**NIL**" it will be taken that **no remuneration** is payable or will be paid, **regardless** if the final quantity differs from the quantity measured in the tender document at the time of handing in of the tender. The Client will thus make **no** additional compensation for these items, regardless of the final quantities for that item.

6. No deviation that may be requested by the Tenderer from the above, or from the GCC, Specification, Bill of Quantities, Tender form and conditions, shall be considered, unless clearly indicated in Part 2: Returnable Documents: Schedule 9 of this Tender Document when the Tender Document is submitted.
7. The costs to comply with all the conditions, obligations and liabilities and as described in the GCC and Specifications, shall be assumed as being all inclusive in this Bill of Quantities, except if indicated differently in Part 2: Returnable Documents: Schedule 9 of this Tender Document.
8. The Bill of Quantities must be completed in **BLACK INK** and must not be removed from the bound set of documents. Only the Bill of Quantities as bound into this document may be used. **No** other Bill of Quantities will be accepted. Deviation from this will render the Tender as invalid.
9. **No** correction fluid may be used.
10. The time of completion, as specified by the Tenderer, must be written into the Quantity Column in accordance to C 1.2: Contract Data: Part 2 of this Tender document.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each standardised 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 Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

Reference shall be made, inter alia, to the Drawings, Standard Specifications, Project Specifications, GCC and Special Conditions of Contract for more detailed information regarding the extent of the work entailed under each item.

12. The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities the Engineer may direct 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.
13. 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 basis for assessment of payment for additional works that may have to be carried out.
14. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
15. The unit of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre
m	=	metre
km	=	kilometre
m ²	=	square metre
m ² .pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ .km	=	cubic metre-kilometre
ℓ	=	litre
kℓ	=	kilolitre
MPa	=	mega Pascal
H	=	hour
kg	=	kilogram
t	=	ton (1000 kg)
No.	=	number
Sum	=	lump sum
MN	=	mega Newton
MN.m	=	mega Newton-metre
P C sum	=	Prime Cost sum
Prov. sum	=	Provisional sum
%	=	per cent
kW	=	kilowatt

16. For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit :	The unit of measurement for each item of work as defined in the specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit measurement at which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but the quantity of work of which is not measured in any units.

17. This Bill of Quantities forms an integral part of the contract documents.

The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the GCC.

18. Rates and lump sums shall be comprehensive. Full compensation for completing and maintaining, during the maintenance period, all the work shown on the drawings and specified in the specifications, and for all the risks, obligations and responsibilities specified in the GCC, Special Conditions of Contract and specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.
19. The stating of quantities of material or amount of work in the Bill of Quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials for or executing work or making arrangements in this regard.
20. Reference shall be made to Clause 6.6 of the GCC regarding provisional sums and prime cost sums.
21. All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discarded.
22. Final quantities will be calculated to the first decimal point (1 digit).
23. In this document SABS will mean SANS and vice versa.

C 2.2:

BILL OF QUANTITIES

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200	SECTION A: PRELIMINARY AND GENERAL This section is constructed to cover all obligations and requirements of the GCC, Conditions of Tendering, the Specifications, the Project Specifications and liabilities not covered by the remainder of the Schedule of Quantities. In addition to the Items listed below, the Contractor is to state clearly hereunder the description of the item and compensation required which he requires to claim for separately from the rates tendered in the sections of the remainder of the Schedule of Quantities. The Engineer reserves the right to advance to the Contractor any such proportion of the stated sums which he considers the Contractor to have complied with.				
A 1	A 8.3	FIXED-CHARGE AND VALUE-RELATED ITEMS				
A 1.1	A 8.3.1	Contractual requirements.	Sum	1		
A 1.2		Establishment of facilities on site for: (See PS.8)				
A 1.2.1	A 8.3.2.1	The Engineer	Sum	1		
A 1.2.2	A 8.3.2.2	The Contractor	Sum	1		
A 1.3	A 8.3.4	Removal of site establishment	Sum	1		
A 1.4	A 8.3.2.1 (c)	Standard project board. See PS.8.2 & Annexure A.	No.	2		
A 1.5		Provide Construction Site Board to Annexure D	No.	2		
A 1.6	A 8.3.1 PS A 8.9.1 PS A 8.9.2 PS A 8.9.3	Health & Safety Act: Make provision to comply with all the provisions of the Health & Safety Act (Act 85 of 1993) and the Construction Regulations (Government Gazette No. 37305 of 07 February 2014) where applicable) or as amended. See PS 14.2.21 and Annexure B.	Sum			
A 1.7	A 8.3.3	Other fixed-charge obligations. Specify:				
A 1.7.1		.....	Sum			
A 1.7.2		.....	Sum			
A 1.7.3		.....	Sum			
A 1.8	A 8.3.4	De-establish and Re-establish.(Provisional)	Sum			RATE ONLY
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
A 2		TIME-RELATED ITEMS				
A 2.1	A 8.4.1	Contractual requirements.	Weeks			
A 2.2		Operation and maintenance of facilities on site for: (See PS.8)				
A 2.2.1	A 8.4.2.1	The Engineer	Weeks			
A 2.2.2	A 8.4.2.2	The Contractor	Weeks			
A 2.2.2	A 8.4.2.2	The Contractor	Weeks			
A 2.3	A 8.4.3	Supervision for the duration of construction.	Weeks			
A 2.4	A 8.4.4	Company and Head Office overheads for the duration of the Contract.	Weeks			
A 2.5	A 8.4.5 PS A 8.9.1 PS A 8.9.2 PS A 8.9.3	Health & Safety Act: Make provision to comply with all the provisions of the Health & Safety Act (Act 85 of 1993) and the Construction Regulations (Government Gazette No. 37305 of 07 February 2014) where applicable) or as amended. See PS 14.2.21 and Annexure B.	Weeks			
A 2.6	A 8.4.5	Other time-related obligations. Specify:				
A 2.6.1		.....	Weeks			
A 2.6.2		.....	Weeks			
A 2.6.3		.....	Weeks			
A 3	A 8.5	PROVISIONAL SUMS				
A 3.1	A 8.5(a)	Work requested by the Engineer.	Sum			50,000.00
A 3.2	A 8.5(b)(1)	Soil tests as required by the Engineer.	Sum			10,000.00
A 3.3	A 8.5(b)(2)	Overheads, charges and profit on Items A 3.1 to A 3.2 above. (State % and extend as an amount).	%	60,000.00		
A 4		SITE CLEARANCE				
		Clear site of all construction- and building rubble after completion of the Contract.	Sum	1		
A 5	A 8.8.2	DEALING WITH TRAFFIC				
		Make provision to deal with and accommodate traffic to ensure fluent and safe traffic movement at all times during construction, to the satisfaction of the Engineer and the District Road Engineer.	Weeks			
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
A 6		SUNDRIES				
A 6.1		Pegging of the pipeline routes by a qualified Surveyor in an electronic format as required by the Engineer before construction commences. The Contractor must liaise with the Engineer for a time table for the Engineer to confirm design information with the surveyed information.	Sum	1		
A 6.2		Confirmation of construction information by a qualified Surveyor in an electronic format as required by the Engineer. Complete "Record Drawings" information, with co-ordinates, of all services before First Take-over shall be taken. See PS 4.	Sum	1		
A 6.3		Make provision to complete the forms indicated under Annexure C and as per PS 14.2.39.				
A 6.3.1		Montly reports.	Sum	1		
A 6.3.2		Certificate of services	Sum	1		
A 7		EXTENSION OF TIME				
		The Contractor must make provision for all the relevant cost to be claimed in the event of an extension of time awarded to the Contractor by the Client. The tendered rate must include all cost, i.e. Head Office, Plant, Labour, etc. relevant to his claim.	day	10		RATE ONLY
TOTAL SECTION A: CARRIED FORWARD TO SUMMARY						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200	SECTION B: STORMWATER NETWORK FOR ANDA STREET				
B 1		SITE CLEARANCE				
B 1.1	C 8.2.1	Clear and grub vegetation and trees of girth up to 1 m	m ²	185		
B 1.2	C 8.2.2	Remove and grub trees and tree stumps of girth over	No.	5		
B 1.3	C 8.2.7	Where the existing SW pipes fall on the new pipeline				
B 1.3.1		Concrete stormwater pipelines with a diameter up to	m	10		
B 1.3.2		Dismantle and remove concrete stormwater catch pit to	Sum	1		
B 1.3.3		Dismantle and remove stormwater outlet structure to a	Sum	1		
B 1.4	C 8.2.10	Remove topsoil to nominal depth of 150 mm and	m ²	185		
B 1.5		Replace/spread topsoil removed under B 1.4 to a	m ²	185		
B 1.6		Grass: 25/19 concrete complete with shuttering where needed for retaining wall foundations complete with wood float finish.	m ²			RATE ONLY
B 2		DETECTION, EXPOSURE AND PROTECTION OF EXISTING SERVICES				
B 2.1	D 8.3.8.1	Hand excavation for the location of existing services.	m ³	10		
B 2.2	DB 8.3.5(a)	<u>Services that intersect works:</u>				
B 2.2.1		Water pipes	No.	1		
B 2.2.2		Stormwater pipes	No.			RATE ONLY
B 2.2.3		Sewer pipes	No.			RATE ONLY
B 2.2.4		Underground power lines	No.	1		
B 2.2.5		Overhead power lines	No.	1		
B 2.2.6		Underground Telkom lines	No.			RATE ONLY
B 2.2.7		Overhead Telkom lines	No.			RATE ONLY
B 2.2.8		Kerbs	No.			RATE ONLY
B 2.2.9		Fences	No.	2		
B 2.2.10		Walls	No.			
B 2.2.10		Walls	No.			RATE ONLY
B 2.2.11		Fibre Optic cables	No			RATE ONLY
B 2.2.12		Precast concrete Dish drain	No			RATE ONLY
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
B 2.3	DB 8.3.5(b)	<u>Services that adjoin works:</u>				
B 2.3.1		Underground power lines	m			RATE ONLY
B 2.3.2		Overhead power lines	m	180		
B 2.3.3		Underground Telkom lines	m			RATE ONLY
B 2.3.4		Water house connections <32mm HDPE	m			RATE ONLY
B 2.3.5		Water pipes	m			RATE ONLY
B 2.3.6		Stormwater pipes	m			RATE ONLY
B 2.3.7		Sewer pipes	m			RATE ONLY
B 2.3.8		Kerbs	m			RATE ONLY
B 2.3.9		Tar Road	m			RATE ONLY
B 2.3.10		Fences	m	180		
B 2.3.11		Walls	m			RATE ONLY
B 2.3.12		Optic fibre cables	m			RATE ONLY
B 2.4		Liaison with Service Authorities.	Sum	1		
B 3	DB 8.3.2(a)	STORMWATER PIPES TRENCH EXCAVATION Excavate in all materials for trenches, select material, backfill, compact and dispose of surplus and unsuitable material to a site provided by the Contractor.				
B 3.1		Concrete stormwater pipes for sizes up to and including 600 mm ND:				
B 3.1.1		Deeper than 0,0 m but not exceeding 1,0 m	m			RATE ONLY
B 3.1.2		Deeper than 1,0 m but not exceeding 2,0 m	m	21		
B 3.1.3		Deeper than 2,0 m but not exceeding 3,0 m	m	185		
B 3.1.4		Deeper than 3,0 m but not exceeding 4,0 m	m			RATE ONLY
B 3.1.5		Deeper than 4,0 m but not exceeding 5,0 m	m			RATE ONLY
B 4	DB 8.3.2 (b)(2)	HARD ROCK EXCAVATION				
B4.1		Extra-over Item B3 for excavation in "Hard Rock" material. See PS DB 3.1. (Provisional).	m ³	50		
B 4.2		Extra-over Item B3 for cutting of existing tar/concrete/blok paved road surface ensuring even and neat connection between existing and new surface.	m	10		
B 5	DB 8.3.2 (c)	UNSUITABLE MATERIAL Extra-over Item B 3 for hand excavation and disposal of unsuitable material.	m ³	20		
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
B 6		HAND EXCAVATIONS Extra-over Item B 3 for hand excavation where so ordered by the Engineer.	m ³	20		
B 7	DB 8.3.3.1 (c)	BACKFILL MATERIAL Imported backfill material (G7) from commercial sources (Provisional).	m ³	70		
B 8	DB 8.3.3.3	COMPACTION IN ROAD RESERVES Additional compaction of main fill for areas subject to road loads and where so ordered by the Engineer.	m ³	5		
B 9		BEDDING Supply and place bedding (Class C) for pipe lines from the following sources:				
B 9.1		<u>Material selected from Commercial sources.</u>				
B 9.1.1	LB 8.2.2.3(a)	Selected granular material	m ³	47		
B 9.1.2	LB 8.2.2.3(b)	Selected fill material	m ³	159		
B 9.2		<u>Material selected from trench excavations.</u>				
B 9.2.1	LB 8.2.1(b)	Selected fill material	m ³			RATE ONLY
B 9.3	LB 8.2.3	Concrete bedding cradle.	m ³			RATE ONLY
B 9.4	LB 8.2.4	Encasing of pipes in concrete.	m ³			RATE ONLY
B 9.5		19 mm Concrete stone bedding where so instructed by the Engineer.	m ³			RATE ONLY
B10	LE 8.2.1	STORMWATER PIPES Supply and install spigot and socket concrete pipes on Class C bedding (SABS 677).				
B10.2		525 mm ND (75D)	m	209		
B10.3		600 mm ND (75D)	m			RATE ONLY
B10.8	LE 8.2.4(a)&(b)	Extra-over on item B 10.1 & B10.6 for cutting end units of pipes on site:				
B10.8.1		Straight cut	No.	2		
B10.8.2		Skew cut	No.	2		
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
B 11		JUNCTION BOXES AND CATCHPITS FOR STORMWATER PIPES				
	LE 8.2.8	Supply and install junction boxes, catchpits, etc.:				
B 11.1	LE 8.2.8(a)	Junction Box (Detail SW2.1) for pipes less than 675mm				
B 11.1.1		For depths over & up to				
		0,5 m to 1,0 m	No.			RATE ONLY
		1,0 m to 1,5 m	No.			RATE ONLY
		1,0 m to 1,5 m	No.	1		
		2.0 m to 2.5 m	No	1		
B 11.2	LE 8.2.8(b)	Catchpits (Detail SW2.2.1) for 1 m standard length for pipes less than 675mm dia.				
B 11.2.1		0,5 m to 1,0 m	No.			RATE ONLY
B 11.2.2	LE 8.2.8(c)	1,0 m to 1,5 m	No.			RATE ONLY
B 11.2.3		1,0 m to 1,5 m	No.	1		
B 11.2.4		2.0 m to 2.5 m	No	1		
B 12		REINSTATEMENT OF ROADS (Detail SW 12)				
B 12.1	ME 8.3.3	SUBBASE				
		Construct subbase course with material from commercial sources:				
B 12.1.1		150 mm Type C4 subbase, compacted to 96% MAASHTO density.	m ³	2		
B 12.2	MF 8.3.3(c)	BASE				
		Construct base with material from commercial sources and compacted to 100% MAASHTO density.				
B 12.2.1		150 mm G2 material to roadways.	m ³	2		
B 12.3		ASPHALT BASE AND SURFACING				
B 12.3.4	MH 8.5.4	Asphalt 40 mm continuously graded surface to roadways.	m ²	1		
B 13		SLURRY				
B 13.1		Supply & place a fine Slurry seal to existing roadways as indicated by the Engineer (Provisional)	m ²	10		
B 14		PIPE PROTECTION				
B 14.1		Supply & construct 1200 x 150 mm 20 Mpa concrete protection over pipe complete with reinforcing as per detail.	m			RATE ONLY
TOTAL SECTION B: CARRIED FORWARD TO SUMMARY						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200	SECTION C: STORMWATER NETWORK FOR SAMPSON STREET				
C 1		SITE CLEARANCE				
C 1.1	C 8.2.1	Clear and grub vegetation and trees of girth up to 1 m	m ²	53.0		
C 1.2	C 8.2.2	Remove and grub trees and tree stumps of girth over 1,0 m up to and including 2,0 m	No.			RATE ONLY
C 1.3	C 8.2.7	Where the existing SW pipes fall on the new pipeline route, dismantle and remove existing pipelines to a site provided by the Client.				
C 1.3.1		Concrete stormwater pipelines with a diameter up to 700 mm.	m	124.0		RATE ONLY
C 1.3.2		Dismantle and remove concrete stormwater structures to a site provided by the Contractor	No.	4		
C 1.4	C 8.2.10	Remove topsoil to nominal depth of 150 mm and stockpile.	m ²			RATE ONLY
C 1.5		Replace/spread topsoil removed under B 1.4 to a minimum depth of 100mm	m ²			RATE ONLY
C 1.6		Grass: Remove, store, maintain & replant grass sods after completion of construction	m ²			RATE ONLY
C 2		25/19 concrete complete with shuttering where needed for retaining wall foundations complete with wood float finish.				RATE ONLY
		DETECTION, EXPOSURE AND PROTECTION OF EXISTING SERVICES				
C 2.1	D 8.3.8.1	Hand excavation for the location of existing services.	m ³	20.0		
C 2.2	DB 8.3.5(a)	<u>Services that intersect works:</u>				
C 2.2.1		Water pipes	No.	1		
C 2.2.2		Stormwater pipes	No.	6		
C 2.2.3		Sewer pipes	No.	1		
C 2.2.4		Underground power lines	No.	5		
C 2.2.5		Overhead power lines	No.	1		
C 2.2.6		Underground Telkom lines	No.	1		
C 2.2.7		Overhead Telkom lines	No.			RATE ONLY
C 2.2.8		Kerbs	No.			RATE ONLY
C 2.2.9		Fences	No.	1		
C 2.2.10		Walls	No.	1		
C 2.2.11		Fibre Optic cables	No	5		
C 2.2.12		Precast concrete Dish drain	No			RATE ONLY
C 2.2.13		HDPE water house connections	No	4		
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
C 2.3	DB 8.3.5(b)	<u>Services that adjoin works:</u>				
C 2.3.1		Underground power lines	m	124		
C 2.3.2		Overhead power lines	m			RATE ONLY
C 2.3.3		Underground Telkom lines	m	130		
C 2.3.4		Water house connections <32mm HDPE	m			RATE ONLY
C 2.3.5		Water pipes	m	100		
C 2.3.6		Stormwater pipes	m	10		
C 2.3.7		Sewer pipes	m	5		
C 2.3.8		Kerbs	m	100		
C 2.3.9		Tar Road	m	130		RATE ONLY
C 2.3.10		Fences	m	60		
C 2.3.11		Walls	m	60		
C 2.3.12		Optic fibre cables	m	260		
C 2.4		Liaison with Service Authorities.	Sum			
C 3	DB 8.3.2(a)	STORMWATER PIPES TRENCH EXCAVATION Excavate in all materials for trenches, select material, backfill, compact and dispose of surplus and unsuitable material to a site provided by the Contractor.				
C 3.1		Concrete stormwater pipes for sizes up to and including 1000 mm ND:				
C 3.1.1		Deeper than 0,0 m but not exceeding 1,0 m	m			RATE ONLY
C 3.1.2		Deeper than 1,0 m but not exceeding 2,0 m	m	130.0		
C 3.1.3		Deeper than 2,0 m but not exceeding 3,0 m	m			RATE ONLY
C 4	DB 8.3.2 (b)(2)	HARD ROCK EXCAVATION				
C 4.1		Extra-over Item B3 for excavation in "Hard Rock" material. See PS DB 3.1. (Provisional).	m ³	50.0		
C 4.2		Extra-over Item B3 for cutting of existing tar/concrete/blok paved road surface ensuring even and neat connection between existing and new surface.	m	70.0		
C 5	DB 8.3.2 (c)	UNSUITABLE MATERIAL Extra-over Item B 3 for hand excavation of unsuitable material.	m ³	10.0		
C 6		HAND EXCAVATIONS Extra-over Item B 3 for hand excavation where so ordered by the Engineer.	m ³	20.0		
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
C 7	DB 8.3.3.1 (c)	BACKFILL MATERIAL Imported backfill material (G7) from commercial sources (Provisional).	m ³	60.0		
C 8	DB 8.3.3.3	COMPACTION IN ROAD RESERVES Additional compaction of main fill for areas subject to road loads.	m ³	10.0		
C 9		BEDDING Supply and place bedding (Class C) for pipe lines from the following sources:				
C 9.1		<u>Material selected from Commercial sources.</u>				
C 9.1.1	LB 8.2.2.3(a)	Selected granular material	m ³	25.9		
C 9.1.2	LB 8.2.2.3(b)	Selected fill material	m ³	88.0		
C 9.2		<u>Material selected from trench excavations.</u>				
C 9.2.1	LB 8.2.1(b)	Selected fill material	m ³			RATE ONLY
C 9.3	LB 8.2.3	Concrete bedding cradle.	m ³			RATE ONLY
C 9.4	LB 8.2.4	Encasing of pipes in concrete.	m ³			RATE ONLY
C10	LE 8.2.1	STORMWATER PIPES Supply and install spigot and socket concrete pipes on Class C bedding (SABS 677).				
C 10.1		450 mm ND (100D)	m			RATE ONLY
C 10.2		525 mm ND (75D)	m	130.0		RATE ONLY
C 10.3		600 mm ND (75D)	m			RATE ONLY
C10.8	LE 8.2.4(a)&(b)	Extra-over on item B 10.1 & B10.6 for cutting end units of pipes on site:				
C 10.8.1		Straight cut	No.	4		
C 10.8.2		Skew cut	No.	1		
C 11		JUNCTION BOXES AND CATCHPITS FOR STORMWATER PIPES				
	LE 8.2.8	Supply and install junction boxes, catchpits, etc.:				
C 11.1	LE 8.2.8(a)	Junction Box (Detail SW2.1) for pipes less than 675mm				
C 11.1.1		For depths over & up to				
		0,5 m to 1,0 m	No.			RATE ONLY
		1,0 m to 1,5 m	No.			RATE ONLY
		1,0 m to 1,5 m	No.	1		
		2.0 m to 2.5 m	No	1		
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
C 11.2	LE 8.2.8(b)	Catchpits (Detail SW2.2.1) for 1 m standard length for pipes less than 675mm dia.				
C 11.2.1		0,5 m to 1,0 m	No.			RATE ONLY
C 11.2.2	LE 8.2.8(c)	1,0 m to 1,5 m	No.			RATE ONLY
C 11.2.3		1,0 m to 1,5 m	No.	1		
C 11.2.4		2.0 m to 2.5 m	No	1		
C 12		CONCRETE HEADWALL STRUCTURE				
C 12.1		Concrete headwall structure 350mm concrete pipe to Detail Drawings 10743000-402	No.	1.0		
C 13		REINSTATEMENT OF ROADS (Detail SW 12)				
C 13.1	ME 8.3.3	SUBBASE				
		Construct subbase course with material from commercial sources:				
C 13.1.1		150 mm Type C4 subbase, compacted to 96% MAASHTO density.	m ³			RATE ONLY
C 13.1.2		100 mm G5 subbase to <u>sidewalks</u> , compacted to 95% MAASHTO density.	m ³	1.0		
C 13.1.5		150mm G7 Selected sub-grade course compacted to 95% MAASHTO	m ³	6.0		
C 13.2	MF 8.3.3(c)	BASE				
		Construct base with material from commercial sources and compacted to 100% MAASHTO density.				
C 13.2.1		150 mm G2 material to roadways.	m ³	6.0		
C 13.3		ASPHALT BASE AND SURFACING				
C 13.3.4	MH 8.5.4	Asphalt 40 mm continuously graded surface to roadways.	m ²	38.0		
C 14		SLURRY				
C 14.1		Supply & place a fine Slurry seal to existing roadways as indicated by the Engineer (Provisional)	m ²	48.0		
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
C 15		SEGMENTED PAVING				
	MJ 8.2.2 MJ 8.2.3	Construction of paving complete. (Including cutting of units to fit).				
C 15.1		Concrete pavers to sidewalk. Colour as existing. Laid in "Herringbone" pattern.				
C 15.1.1		60 mm Thick	m ²	142.0		RATE ONLY
C 15.2	MJ 8.2.4	Roll to locked-up condition. (Provisional)	m ²	142.0		RATE ONLY
C 15.3.2		Alternative to B16.1.1 for the re-use of existing pavers inclusive of the removal of existing pavers & storage.	m ²	142.0		
C 15.3.3	MJ 8.2.4	Roll to locked-up condition. (Provisional)	m ²	142.0		
C 16		CONCRETE ROADWAY				
C 16.1		Supply & cast 30 Mpa concrete road surface, 150 mm thick, complete with Ref. 395 mesh, 150mm thick subbase & the cutting of existing 200mm thick concrete	m ²	35.0		RATE ONLY
C 17	MK 8.2.2	KERBING AND CHANNELING				
		Precast concrete kerbing and channeling (20 MPa) to SABS 927.				
C 17.1		MK 10	m			RATE ONLY
C 17.2		CK5	m			RATE ONLY
C 17.3		BK2	m			RATE ONLY
C 17.4		BK2 with Channel	m			RATE ONLY
C 17.5		E3	m			RATE ONLY
C 17.6	MK 8.2.6.1	Transition kerbs	No.			RATE ONLY
C 20		REGULATING TRAFFIC				
		Extra-over on Item A 5 to regulate one-way traffic where work is executed in the roadway and normal traffic flow cannot take place. Cost all inclusive for flag men, road signs, etc. to ensure safe and controlled traffic flow. Measurement in m of one-way traffic. Traffic management must comply with SA Road Traffic Signs Manual, Chapter 13.	m	158.0		
TOTAL SECTION C: CARRIED FORWARD TO SUMMARY						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
D 1	SANS 1200	SECTION D: BLOCK RETAINING WALL IN PAPAWER STREET				
		EARTHWORKS				
D 1.1	8.3.1	a) Remove topsoil to a nominal depth 150 mm, stockpile & maintain	m ³	5.0		
D 1.2	8.3.1	b) Excavate in all materials and use for embankment or backfill or dispose, as ordered & compact in 200mm layers to 93% MAASHTO density	m ³	6.6		
D 2	D 8.3.3	EXCAVATIONS				
		Excavate in all materials to level & line for foundation footings, compact to the approval of the Engineer. Surplus material to be disposed of on a site provided by the Contractor. See PS D 3.1 & PS D 8.3 for block retaining wall footing. See Sections on Drawing.				
D 2.3	D 8.3.3(a)		m ³	5		
D 2.2		Trimming of batter faces to correct angle prior to the placement drainage layer & the retaining wall blocks.	m ²	5.0		
D 3		PREPARATION OF FOUNDATION SURFACE BEFORE PLACEMENT OF CONCRETE				
		Work excavation surface off to specified heights and dimensions before placing of concrete. Compact to a minimum depth of 300 mm to 95% MAASHTO density for block retaining wall footing. See Section AA.				
D 3.1			m ²	8.0		
D 4	G 8.4.3	CONCRETE				
		25/19 concrete complete with shuttering where needed for retaining wall foundations complete with wood float finish.	m ³			RATE ONLY
D 4.2		25/19 concrete used to fill retaining blocks at the bottom of the wall.	m ³	14.1		
D 4.3		20/19 concrete used to fill retaining blocks at the top of the wall.	m ³	2.8		
D 5	G 8.4.2	REBAR				
D 5.1		Supply, place steel reinforcing bars (L=400mm) in foundations as shown.	kg	70.0		
D 5.2		Supply, place steel reinforcing bars (L=1600mm) in walls as shown.	kg			RATE ONLY
D 6	G 8.4.3	SUBSOIL DRAIN				
D 6.1		Supply & place drainage pipe as shown, complete with washed stone & geofabric. Pipe to maintain a gravity flow of water to spill into soil berm as shown	m	33.0		
TOTAL CARRIED FORWARD						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
D 7		DRAINAGE LAYER				
D 7.1		Supply & place drainage sand behind retaining wall compacted to 95% as shown.	m ³	3.6		
D 7.2		Supply & place "Kaytech U24" geofabric complete to manufacturer's specifications between In-Situ Material and filter sand as shown.	m ²			
D 7.2		Supply & place "Kaytech U24" geofabric complete to manufacturer's specifications between In-Situ Material and filter sand as shown.	m ²	49.0		
D 8	DB 8.3.2 (c)	UNSUITABLE MATERIAL				
		Excavation of unsuitable material from behind the wall where so instructed by the Engineer. (Provisional)	m ³	6.0		
D 9	DB 8.3.3.1 (b)	BACKFILL MATERIAL				
		Imported backfill material (G7) from a commercial source where so instructed by the Engineer and compact to 95% MAASHTO density in layers not exceeding 300 mm.	m ³	29.0		
D 10		SHEAR NIBS				
D 10.1		Cement & sand to be supplied, mixed in a ratio of 1:4 & placed on the front of the blocks which have no concrete filling to form the Shear Nibs	m ³			RATE ONLY
D 10.2		Cement & sand to be supplied, mixed in a ratio of 1:4 & placed at an angle on the front of the blocks that have been filled with concrete.	m ³	10.2		
D 11		RETAINING WALL				
D 11.1		Supply all material and labour to construct "Terraforce L11" coloured rock face or approved equivalent retaining block wall. Colour & texture to be determined by the Employer.	m ²	49.0		
D 12		V-DRAIN				
D 12.1		Create impervious layer as shown compacted complete with G7 material & cement	m ³	3.8		
D 12.3		Supply & construct concrete channel to Drawing 10743000-600	m	33.0		
TOTAL SECTION D: CARRIED FORWARD TO SUMMARY						

SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
E1	SANS 1200	<u>SECTION E: CONTINGENCIES</u> Provide an amount that can be used in total or partially to cover for unforeseen or additional work as instructed by the Engineer. This amount will be deducted from the contract amount should it not be required. Amount = 0,10 (Sum of Sections A + B + C + D) = 0,10 x R Sum = R	Sum			
TOTAL SECTION E: CARRIED FORWARD TO SUMMARY						

TDR257/2021/2022

MOSSEL BAY: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND
CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE

SECTION	DESCRIPTION	AMOUNT	
		R	c
A	PRELIMINARY AND GENERAL		
B	STORMWATER NETWORK FOR ANDA STREET		
C	STORMWATER NETWORK FOR SAMPSON STREET		
D	BLOCK RETAINING WALL IN PAPAWE STREET		
E	CONTINGENCIES		
Sub -Total: Nett Tender Total, VAT excluded			
ADD: VAT @ 15% on Nett Tender Total			
TOTAL CARRIED OVER TO FORM OF OFFER WITH VAT INCLUDED			

TENDERER: _____

**TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND
CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE**

I/We, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part of this Contract Document containing pages in consecutive order upon which my/our Tender for

**TDR257/2021/2022: UPGRADING OF STORMWATER SYSTEM IN ASLA PARK + EXT.23 AND
CONSTRUCTION OF RETAINING WALL IN NEW SUNNY SIDE**

My/Our total Contract Price for this work is (in words):

.....

.....

SIGNED ON BEHALF OF TENDERER:

DATE:

WITNESS:

PART C 3:

SCOPE OF WORK

C 3.1	Description of the Works: Project Specifications: Part 1	C 3 - 1
C 3.2	Engineering Drawings	C 3 - 24
C 3.3	Construction Work Specifications: Project Specifications: SANS 1200: Part 2	C 3 - 26

C 3.1:

DESCRIPTION OF THE WORKS:

PROJECT SPECIFICATIONS:

PART 1

INDEX TO THE PROJECT SPECIFICATIONS

DESCRIPTION	PART 1: THE WORKS	PAGE
PS 1	GENERAL	C 3 - 4
PS 2	DESCRIPTION OF SITE AND ACCESS	C 3 - 4
PS 3	EXTENT OF THE CONTRACT	C 3 - 5
PS 4	WORKING AND 'RECORD' DRAWINGS	C 3 - 5
PS 5	NATURE OF SOIL AND UNDERGROUND SOIL CONDITIONS	
PS 5.1	Characteristics of soil	C 3 - 6
PS 5.2	Exemption	C 3 - 6
PS 6	CONSTRUCTION PROGRAM	
PS 6.1	General	C 3 - 6
PS 6.2	Contract period	C 3 - 6
PS 7	AVAILABLE SITE FACILITIES	
PS 7.1	Source of water- and electricity supply and sewer disposal	C 3 - 7
PS 7.2	Location of the Contractor's camp	C 3 - 7
PS 7.3	Housing for the Contractor's workers	C 3 - 7
PS 7.4	Rail facilities	C 3 - 7
PS 8	SITE FACILITIES REQUIRED	
PS 8.1	Temporary office for the Engineer	C 3 - 7
PS 8.2	Project board	C 3 - 7
PS 9	SOURCE OF CONSTRUCTION MATERIAL	C 3 - 7
PS 10	ACCOMMODATION OF TRAFFIC	C 3 - 7
PS 11	SPOIL MATERIAL	C 3 - 8
PS 12	PROVISIONAL AMOUNTS	C 3 - 8
PS 13	APPLICABLE STANDARDS	C 3 - 8
PS 14	MATTERS THAT DEMAND SPECIAL ATTENTION	
PS 14.1	Water control	C 3 - 8
PS 14.2	Construction	
PS 14.2.1	Setting out of the works	C 3 - 8
PS 14.2.2	Ground works	C 3 - 8
PS 14.2.3	Cross-sections	C 3 - 9
PS 14.2.4	Building rubble and clearing of the site after completion	C 3 - 9
PS 14.2.5	Finishing off	C 3 - 9
PS 14.2.6	Sources of concrete aggregate	C 3 - 9
PS 14.2.7	Transportation of imported construction material	C 3 - 9
PS 14.2.8	Hygienic conditions	C 3 - 9

PS 14.2.9	Neatness of the site	C 3 - 10
PS 14.2.10	Responsibility for construction site	C 3 - 10
PS 14.2.11	Laboratory	C 3 - 10
PS 14.2.12	Protection of existing services	C 3 - 10
PS 14.2.13	Safeguarding of open trenches and excavations	C 3 - 10
PS 14.2.14	Connection to existing works	C 3 - 11
PS 14.2.15	Cleaning of pipes and structures	C 3 - 11
PS 14.2.16	Blasting	C 3 - 11
PS 14.2.17	Treatment of steel-, cast iron pipes, bends and Viking Johnson couplings	C 3 - 11
PS 14.2.18	Bedding and Backfill	C 3 - 11
PS 14.2.19	Information regarding equipment and materials	C 3 - 11
PS 14.2.20	Nature conservation	C 3 - 12
PS 14.2.21	Compliance with the occupational Health and Safety Act (Act No. 85 of 1993) and the Construction Regulations (Government Gazette No. 25207 of 18 July 2003)	C 3 - 12
PS 14.2.22	Variation Orders	C 3 - 12
PS 14.2.23	Contradictions and obscurities in the tender document	C 3 - 13
PS 14.2.24	Documents mutually explanatory	C 3 - 13
PS 14.2.25	Protection and reinstating of land surveyor's beacons	C 3 - 14
PS 14.2.26	Contractor to be compensated (Clause 4.5.4 of the GCC)	C 3 - 14
PS 14.2.27	Opportunities afforded to other persons	C 3 - 14
PS 14.2.28	Tests	C 3 - 15
PS 14.2.29	Examination of work before covering up	C 3 - 16
PS 14.2.30	Vesting of material	C 3 - 16
PS 14.2.31	Safeguarding of works	C 3 - 17
PS 14.2.32	Extension of time resulting from abnormal rainfall	C 3 - 17
PS 14.2.33	Rejection of tenders	C 3 - 18
PS 14.2.34	Copyright on documents and drawings	C 3 - 18
PS 14.2.35	Specifications	C 3 - 18
PS 14.2.36	Costs incurred with the preparation and submission of Tenders	C 3 - 19
PS 14.2.37	Statutory laws and regulations	C 3 - 18
PS 14.2.38	Laws that shall apply	C 3 - 19
PS 14.2.39	Local labour	C 3 - 19
PS 14.2.40	Auditing of information by the Client	C 3 - 21
PS 14.2.41	Measurement of the works	C 3 - 21
PS 14.2.42	Possible adjustments of the scope of the Works	C 3 - 21
PS 15	TOLERANCES: DEGREE OF ACCURACY	C 3 - 21
PS 16	REINSTATE ROAD SURFACES	C 3 - 21
PS 17	MANHOLES IN PAVED AREAS	C 3 - 22
PS 18	UNPAVED ROADS	
PS 18.1	Subgrade preparation	C 3 - 22
PS 18.2	Wearing Material	
PS 18.2.1	Rural roads	C 3 - 22
PS 18.2.2	Urban Roads	C 3 - 22
PS 18.2.3	Haul Roads	C 3 - 22
PS 19	NOISE LEVELS OF COMPRESSORS AND PNEUMATIC EQUIPMENT	C 3 - 23
PS 20	PUMPING AND LATERAL SUPPORT (SHORING)	C 3 - 22

PART 1: THE WORKS

PS 1 GENERAL

PS 1.1 DESCRIPTION OF THE WORKS

Mossel Bay Municipality intends to upgrade some parts of the existing storm water network and associated infrastructure in Mossel Bay. The storm water and associated infrastructure to be upgraded under this Tender are located in Wards 3 & 13 Kwa-Nonqaba & 9 New Sunnyside, Mossel Bay, namely:

- i. Upgrading of storm water network in Anda Street, ASLA park.
- ii. Improve storm water network in Sampson Street, East Ridge.
- iii. Replacement of existing retaining wall in Papawer Street, New Sunnyside.

PS 1.2 WORKS TO BE CARRIED OUT BY OTHERS

No work will be done by Others.

PS 1.3 SCOPE OF THE CONTRACT

Contractors are required to provide under their Tender prices for the supply of all necessary materials, the supply and use of tools, the provision, operation and maintenance of all Contractor's plant and equipment, the supply and supervision of all labour and workmanship and everything and every service for the construction, completion and upholding of the Works in a manner required by the Contract and to the entire satisfaction of the Engineer.

The Contract is to extend to and comprise all such minor operations, matters and details as if they had been expressly shown and described, the intention being that the Contractor is to execute as part of this Contract, every requisite for the full and perfect completion of the whole of the Works comprised therein and essential to their stability and completeness for the purposes intended by them, whether Drawings or Specifications are sufficient or not.

PS 2 DESCRIPTION OF THE SITE AND ACCESS

There are three separate sites indicated in the engineering drawings. The site of the works is within the existing road reserves, intersections, public open spaces and some private properties. All access is along existing public roads. No public road may be closed off and traffic shall be accommodated as far as possible with the approval of the Engineer and Local Authorities.

In some parts the Contractor will also have to work in **confined and restricted areas** during the upgrading process. The contractor shall take all precautions necessary to protect the residents and properties from damage. Unit rates shall provide for the above. **No** additional payment will be made for work done in such areas.

Where existing roads and accesses are not sufficient for construction purposes, the Contractor will have to construct their own accesses to meet their needs and repair it, to the satisfaction of the Engineer and Local Authorities, after completion of the Contract.

Work will only be executed during normal working hours from Monday to Friday, unless otherwise approved in writing by the Engineer.

Pedestrian movement must be restricted to an absolute minimum in the immediate vicinity of the work being carried out.

PS 3 EXTENT OF THE CONTRACT

This contract provides for the construction of works according to the will of the Client and as described in the Tender Document and as shown on the drawings.

PS 4

WORKING AND 'RECORD' DRAWINGS

One set of drawings shall be issued together with the tender documents. The drawings may also be inspected at the office of the Engineer during normal office hours. Final working drawings will be issued to the successful Contractor on commencement of the Contract.

The Contractor shall receive 3 (three) complete sets of drawings and 2 (two) blank documents on commencement of the Contract. 1 (One) complete set of drawings and 1 (one) blank document of abovementioned drawings and documents must at **all** times be available on site for the **exclusive** use of the Engineer. Any additional drawings and documents will be supplied to the Contractor at his own expense.

Although the Engineer might approve the plans and designs of the Contractor, the Contractor is not relieved of his responsibility. The Contractor and/or his Engineer will carry the professional responsibility for such designs.

Only dimensions shown on the drawings may be used for the construction of the works. **No** dimensions may be scaled down from the drawings without **written consent** from the Engineer.

As the works progress, the Contractor must keep full record of any changes and/or deviation from drawings that was supplied by the Engineer at the beginning of the contract. The Contractor must give this information to the Engineer monthly, with his payment certificate. The actual position, ground level and base level of all existing as well as new services must be stipulated and shown on the drawings, for which the Contractor shall receive a complete set of separate drawings, free of charge, from the Engineer. The Certificate of Completion shall only be issued after the Contractor has given the Engineer proper and complete "Record" drawings and, where applicable, three bound copies of any operational instructions. No additional payment will be made with regards to this and all related costs shall be taken as included in the tendered rate for the applicable items.

The "Record" information will include the following specific information, but will not be limited to the following and shall also comply with the Client's requirements as set out in Appendix E.

PS 4.1 SEWAGE NETWORKS AND/OR RISING MAINS:

The X, Y and Z co-ordinates of all:

- (i) The inverts of the pipes and connecting pipes to manholes.
- (ii) Ground and/or cover levels of manholes.
- (iii) Ends of house connections.
- (iv) Couplings, i.e. bends, tees, etc.
- (v) Valves, air valves and scour valves.

PS 4.2 WATER NETWORKS AND/OR WATER PIPELINES

The X, Y and Z co-ordinates of all:

- (i) Couplings, i.e. bends, tees, etc.
- (ii) Valves and fire hydrants.
- (iii) Ends of house connections.

PS 4.3 STORM WATER NETWORKS

The X, Y and Z co-ordinates of all:

- (i) The inverts of all pipes and connecting pipes to catchpits.
- (ii) Ground and/or cover levels of manholes.
- (iii) Ends of house connections.

PS 4.4

ROADS

The X, Y and Z co-ordinates of all:

- (i) Cross-sections at all chainages indicated on the Engineering Drawings

PS 4.5

PUMP STATIONS, RESERVOIRS AND/OR STRUCTURES

The X, Y and Z co-ordinates of:

- (i) Pump Stations: all structure corners
- (ii) Reservoir centre: roof and floor.
- (iii) Corners of all valve chambers, etc.
- (iv) Pipes, bends, etc.

PS 5

NATURE OF SOIL AND UNDERGROUND SOIL CONDITIONS

PS 5.1

CHARACTERISTICS OF SOIL

No geotechnical information is supplied with this document. It is the responsibility of the Tenderers to dig trial holes if deemed necessary along with the written approval from the local authorities and landowners where applicable prior to investigation.

The Contractor will be responsible for the obtaining of all materials needed in the construction process.

Where there is not sufficient material available on site, material will have to be obtained from commercial sources.

PS 5.2

EXEMPTION

The information, where applicable, given in this document with regards to the underground conditions on site is given in good faith for the convenience of the Tenderer, but must not be accepted as representative. The provision of this information does not exempt the Tenderer of his primary responsibility of ascertaining the conditions on site for himself.

PS 6

CONSTRUCTION PROGRAM

PS 6.1

GENERAL

The Contractor shall present the Engineer with a program at the commencement of the Contract.

The Contractor's progress shall be compared to the latest work program every month and should he lag behind the program, it shall be revised and presented to the Engineer to show how he intends to still finish the works within the contract period.

PS 6.2

CONTRACT PERIOD

The Tenderer must specify in C 1.2: Contract Data: Part 2, his intended period of completion in **weeks**.

The construction periods are **not** specified by the Client but the Works must be **completed on or before 30 June 2023**. If the Tenderer will not be able to adhere to this condition, it must be clearly stated in the Tender.

In determining their tender period, Tenderers must take cognisance of Construction Regulations, 2014, Clause 3(1), as applicable.

PS 7

AVAILABLE SITE FACILITIES

PS 7.1

SOURCE OF WATER- AND ELECTRICITY SUPPLY AND SEWER DISPOSAL

Water, sanitation and electricity services are available at the construction site.

The Contractor must make his own arrangements with the Local Authority or provide for himself, suitable water-, sewer- and electricity supply for the construction period. All costs are

for the Contractor's account. The Contractor will be remunerated for the supply of the aforementioned services under Section A: General in the Bill of Quantities for the full duration of the project.

PS 7.2 LOCATION OF THE CONTRACTOR'S CAMP

The location of the Contractor's camp and stores will be indicated at the site hand-over to the successful Tenderer.

PS 7.3 HOUSING FOR THE CONTRACTOR'S WORKERS

No housing is available for the Contractor's workers and it is the Contractor's responsibility to arrange for the necessary housing and transport to and from the site.

No persons shall be allowed to stay on the construction site.

No extension of time will be granted for any delays as a result of abovementioned.

PS 7.4 RAIL FACILITIES

George station is the nearest railway station that handles goods.

PS 8 SITE FACILITIES REQUIRED

PS 8.1 TEMPORARY OFFICE FOR THE ENGINEER

Facilities for the Engineer, as described in SANS 1200 A, Clause 3.2 are required. The Contractor will make facilities available to the Engineer / Engineer's Representative for site supervision and site meetings, etc.

PS 8.2 PROJECT BOARD

Notwithstanding the provisions of sub clause 3.1 of SANS 1200 A, the name-board to be provided shall comply with the details of the drawing included in this document as regards size, painting, decorating and detailing.

PS 9 SOURCE OF CONSTRUCTION MATERIAL

The Contractor must liaise with local commercial quarries to obtain materials of a suitable quality for the construction. Cost to comply with this would be assumed as included in the tendered items.

PS 10 ACCOMMODATION OF TRAFFIC

The Contractor shall ensure that all streets, roads and footpaths adjacent to or crossing the site and which are affected by the works and/or temporary works are kept in a safe condition for pedestrians and vehicular traffic. The Contractor shall organise his work so as to reduce the inconvenience to traffic and the private Landowners to a minimum, and no public road track or footpath shall be completely closed without prior approval. If so ordered, the Contractor shall provide suitable bridges at street and driveway crossings where traffic must cross open trenches.

All signs shall be in English, Afrikaans and Xhosa.

PS 11 SPOIL MATERIAL

Surplus spoil material resulting from the construction operations must be removed and, unless specified otherwise in the Bill of Quantities, placed on a site provided by the Contractor. Topsoil shall be stockpiled on site for later use, as indicated by the Engineer.

PS 12 PROVISIONAL AMOUNTS

Where the Bill of Quantities provides for Provisional Amounts, these amounts may not be claimed by the Contractor and is for the exclusive use of the Engineer and/or the Client.

PS 13**APPLICABLE STANDARDS**

For the purpose of this contract the latest issues of the following standardised Specification for Civil Engineering Construction shall apply:

SANS 1200 A	:	General
SANS 1200 C	:	Site Clearance
SANS 1200 D	:	Earthworks
SANS 1200 DB	:	Earthworks (Pipe trenches)
SANS 1200 DK	:	Gabion and Pitching
SANS 1200 DM	:	Earthworks (Roads, Subgrade)
SANS 1200 G	:	Concrete (Structural)
SANS 1200 LB	:	Bedding (Pipes)
SANS 1200 LE	:	Stormwater drainage
SANS 1200 M	:	Roads (General)
SANS 1200 ME	:	Subbase
SANS 1200 MF	:	Base
SANS 1200 MH	:	Asphalt and Surfacing
SANS 1200 MJ	:	Segmented paving
SANS 1200 MK	:	Kerbing and Channelling

PS 14**MATTERS THAT DEMAND SPECIAL ATTENTION****ALL SPECIAL CONDITIONS OF CONTRACT ARE INCORPORATED IN THE PROJECT SPECIFICATIONS.****PS 14.1****WATER CONTROL**

The Contractor is in all respects responsible for the handling of stormwater from the elevated areas adjacent to the works and for the handling of drain water on the works. **No** additional payment will be made with regards to this and all related costs shall be taken as included in the tendered rate for the applicable items.

PS 14.2**CONSTRUCTION****PS 14.2.1****SETTING OUT OF THE WORKS**

Benchmarks and reference line data shall be provided to the Contractor at commencement of the Contract. The Contractor shall be responsible for the proper and accurate setting out of the Works.

The Contractor shall be responsible for the correctness of the position, levels, dimensions and alignment of all parts of the Works.

The checking of any setting-out of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall be responsible for the provision of all necessary instruments, appliances and labour in connection with his responsibility for setting out of the works.

If at any time during the progress of the Works, any error shall appear or arise in the position, level, dimension or alignment on any part of the Works, the Contractor, on being required to do so by the Engineer, shall rectify such error.

PS 14.2.2**GROUND WORKS**

Prior to tendering, the Contractor shall familiarise himself with all on-site conditions. Particular attention must be paid to the fact that some of the trenches and bulk excavations may take place in restricted areas. **No** additional payments will be made for restricted excavations. It shall be taken that tendered rates for excavation will make provision for restricted excavations.

The Contractor shall select from the excavation all materials for re-use, and stockpile as directed by the Engineer. All surplus material shall be spoiled as directed by the Engineer.

PS 14.2.3 CROSS-SECTIONS

Before commencing with any excavations or other earth works, both the Engineer and the Contractor will take cross-sections of the existing ground level and the Contractor will make sure that the levels recorded by the Engineer is correct.

Should the Contractor commence with construction before such levels are agreed upon, the levels as recorded by the Engineer shall be taken as correct and those levels shall be used for calculating groundwork quantities.

PS 14.2.4 BUILDING RUBBLE AND CLEARING OF THE SITE AFTER COMPLETION

At completion of the works, the Contractor shall remove all building rubble to the satisfaction of the Client and the Engineer. Building rubble shall not be buried on site. An item to comply with this is included in the Bill of Quantities. Price must be **all** inclusive.

After completion of the works, the Contractor must obtain certificates from all landowners concerned on whose properties work was done, that they are satisfied with the condition of their property. This would normally include: finishing off of pipe trenches, clearance and finishing off, private fencing, gates, etc. on their property. These certificates must all be handed in to the Engineer prior to the issuing of the Completion Certificate.

Notwithstanding the above, a Completion Certificate shall not be issued until the Engineer is satisfied with the works.

PS 14.2.5 FINISHING OFF

The Contractor is responsible for the finishing off and neatness of the site as the works progress.

Under **no** circumstances will rubble, waste material, equipment and incomplete works be allowed to accumulate and if it should happen, the Engineer will be entitled to keep back any payments until the works have been rectified.

PS 14.2.6 SOURCES OF CONCRETE AGGREGATE

The Contractor must find his own sources of concrete aggregate. The Contractor must test the results of the materials that he intends to use and submit it to the Engineer for approval before any of the materials may be used on the works.

PS 14.2.7 TRANSPORTATION OF IMPORTED CONSTRUCTION MATERIAL

The tendered unit prices for the provision of all imported construction materials from feudal quarries or commercial sources and for the removal of spoil material and unfit material, shall be deemed as including the loading and transportation of material from the source to the final unloading point, as well as the unloading thereof.

No additional payments shall be made for **any** imported construction materials.

All haul distances, unless otherwise specified in the Bill of Quantities, shall be deemed as free haul, including the dumping of excess material.

PS 14.2.8 HYGIENIC CONDITIONS

The Contractor must provide adequate latrine- and washing amenities for all workers on site. Unhygienic practices and any conduct that may cause pollution on any part of the Works are strongly prohibited. The Contractor must see to it that hygienic conditions are maintained on the whole site and that all his workers are aware of this requirement and comply with it.

PS 14.2.9 NEATNESS OF THE SITE

Seeing that the site is in a nature sensitive area, the general neatness of the site in all areas is important to the Client. It is therefore a requirement of the contract that the Contractor shall keep all areas of the site in an acceptable condition on a day-to-day- basis, to the satisfaction of the Engineer.

PS 14.2.10 RESPONSIBILITY FOR CONSTRUCTION SITE

The Contractor shall not cause any damage outside the construction area. **No** vehicles shall be allowed to drive outside the construction area, except on established roads, and no material may be dumped outside the construction area.

The Contractor shall be held responsible for all damage outside the construction areas that was caused by him or any of his employees and he shall be fully responsible for the reparation of such damage, to the satisfaction of the Engineer.

PS 14.2.11 LABORATORY

Laboratory facilities according to SANS 1200 A Clause 7 shall be made available for the testing of materials that are used in the Contract. The facilities may be on the site of the works or a SANAS certificate private laboratory approved by the Engineer.

PS 14.2.12 PROTECTION OF EXISTING SERVICES

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing with any section of the works and shall exercise the greatest care when working in the vicinity of such services. (See also PS 14.2.25)

The Contractor shall check the position and level of every existing service before starting any construction that has to connect with such a service. The Contractor shall give written confirmation of the accuracy or inaccuracy of the positions and levels of existing services.

The Contractor shall request the latest available drawings showing the location of services already installed, no more than 3 (three) weeks and not less than 1 (one) week before commencing his operations in any particular area.

The Contractor shall take all the necessary steps to protect any existing Services and/or structures whatsoever against damages which may arise as a result of his operations on 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 and the Contractor shall bear the cost of the repair of damage to any structure caused by his operations on site.

Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside authority, the costs of these repairs will be covered by means of a deduction from the Contractor's Monthly Payment Certificate.

The Employer will attend to the payment of monies due to outside authorities on behalf of the Contractor.

PS 14.2.13 SAFEGUARDING OF OPEN TRENCHES AND EXCAVATIONS

Unless otherwise permitted by the Engineer in writing, no more trench in any one place shall be opened in advance of the pipe laying operation than can be backfilled before the end of the normal working day. See also PS 2. Open trenches and/or excavations shall be clearly barricaded with rigid orange nylon netting, "Netlon", or similar approved. Minimum height **1,0 m** (safety netting) as instructed by the Engineer and/or Safety Agent. **No** trenches and/or excavations will be left open outside normal working hours. See Clause 5.8 of the GCC and PS 10. The cost to provide the above will be taken as included with the tendered rates for the excavations. The Client will make **no** additional payment to comply with the above.

PS 14.2.14 CONNECTION TO EXISTING WORKS

Where construction has to be connected to existing works, the Contractor must negotiate a suitable time for the connecting with the Client. It may be necessary to connect after hours and/or over weekends. Tendered prices for connection must provide for the above and/or control of all flows and **no** additional payments will be made by the Client to comply with this.

PS 14.2.15 CLEANING OF PIPES AND STRUCTURES

The Contractor shall ensure that pipes and structures shall be clear of all planks, stones, concrete, etc. which may be found in them, before commissioning. Any damage caused to equipment, structures, etc. as a result of the presence of above objects, shall be repaired at the Contractor's cost.

PS 14.2.16 BLASTING

Where the Contractor is going to make use of blasting in excavations, the Contractor must notify all residents in the vicinity of the works in writing at least 14 (fourteen) days before commencement of the works of the proposed blasting.

The Contractor must also inspect **all** buildings in the vicinity at least 14 (fourteen) days before commencement of the blasting and any existing damage to buildings must be noted. Owners must sign the noted inspection. After completion of **all** blasting in the vicinity, the buildings must once again be inspected and damage noted. The Owners must again sign the noted inspection.

The Client shall not be held accountable for **any** damages caused due to the use of explosives.

PS 14.2.17 TREATMENT OF STEEL-, CAST IRON PIPES, BENDS AND VIKING JOHNSON COUPLINGS

All steel and cast iron pipes and "Viking Johnson" couplings shall be treated with an approved epoxy coating in accordance with the Manufacturer's specifications, after manufacturing and before installation. The minimum Total Dry Film Thickness (TDFT) shall be as follows:

- (i) Inside : 300 Micron
- (ii) Outside : 300 Micron

The Contractor shall supply a certificate of an independent inspectorate as proof that coating was done in accordance with the specification. Costs of treatment and certificate shall be taken as included in tendered prices.

All pipe fittings with bolts and nuts below ground level to be wrapped with "Densopal 80 HT tape" or similar approved, applied according to the supplier's specifications.

The cost to comply with the above must be included in the tendered price of the valves, fittings, etc.

PS 14.2.18 BEDDING AND BACKFILL

Placing and compacting of bedding and filling around pipes, as well as the main backfill over pipes, shall be done **strictly** according to the requirements of SANS 1200, the Project Specifications, Details on Drawings and the specifications of the pipe manufacturers. **No** deviation of the above will be allowed. Tenderers shall make adequate provision in their tendered unit prices to comply with the above **in full**. The Client shall make **no** additional payments to comply with the above.

Backfill density shall be done **strictly** in accordance with SANS 1200 DB, sub-clauses 5.7.1 and 5.7.2. The Contractor shall execute control tests as and when so requested by the Engineer, to verify densities, as prescribed in SANS 1200.

PS 14.2.19 INFORMATION REGARDING EQUIPMENT AND MATERIALS

No second-hand or reject materials may be used without the **written** approval of the Engineer.

The Contractor must issue a detailed inventory of construction equipment on site to the Engineer on a monthly basis. There must be distinguished between equipment in a working condition and equipment out of order on a daily basis. This report must be delivered at the monthly site meeting.

It is expected that the Contractor shall provide in his tender for all such services and tests as is expected of him. It is the responsibility of the Contractor to prove to the Engineer, at his own cost, by means of the necessary tests, that the works and compaction as specified, comply with the specifications.

PS 14.2.20 NATURE CONSERVATION

Before commencing of any construction, a knowledgeable person, to the satisfaction of the Engineer, must be appointed to ensure that no endangered and/or rare plant species are found on the construction site.

An integrated refuse management approach must be followed, based on the minimising of refuse, and should incorporate decreasing and re-use. All solid refuse must be removed to a dumping site licensed in terms of Part 20 of the Nature Conservation Act 1989 (Act No. 73 of 1989).

Over and above the stipulations above, the Contractor will ensure that all the conditions and specifications are complied with as indicated in the CEMP.

Items are provided in the Bill of Quantities, Section A, to remunerate the Contractor to comply with the abovementioned.

PS 14.2.21 COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85 OF 1993) AND THE CONSTRUCTION REGULATIONS (GOVERNMENT GAZETTE NO. 25207 OF 18 JULY 2003 and NO. 37305 OF 07 FEBRUARY 2014 AS APPLICABLE)

The Contractor shall ensure that he complies with **all** requirements of the Occupational Health and Safety (OH&S) Act (Act No. 85 of 1993) and the regulations of the Construction Regulations as published in the Government Gazettes No. 2507 of 18 July 2003 and No. 37305 of 07 February 2014 as applicable. The Contractor shall indemnify both the Client and the Engineer of **all** claims that may arise as a result of the non-compliance of the responsibility of the Contractor according to the above Act and Regulations. The Contractor will accept full responsibility for the Principal Contractor as set out in the Construction Regulations. Furthermore, the Contractor is responsible for the management of the Construction Regulations. The Contractor shall also draw up a Health and Safety plan and keep it intact.

Over and above the stipulations listed above, the Contractor will ensure that **all** conditions of the above Act and Regulations are complied with, **as well as the Specifications included in the Tender document under Annexure B of the Project Specifications**. Items are provided in the Bill of Quantities, Section A, to remunerate the Contractor to comply with the abovementioned Act and Regulations.

Site traffic management must comply with SA Road Traffic Signs Manual, Chapter 13.

A R 2 500.00 (two thousand five hundred rand) penalty per incident will be deducted from the Contractor's payment certificates for any negligence and/or non-performance of the OH&S Act and/or Specifications.

The Contractor will ensure that all his personnel are issued with the appropriate Personal Protection Equipment (PPE) and/or as prescribed by the OH&S Agent and/or the Engineer. The Contractor will ensure that **all** personnel wear the PPE **at all times** while they are working

on the site. The cost to fulfil the PPE requirements will be taken as **included** in the tendered rates for OH&S and the Client will not make any additional payments.

PS 14.2.22 VARIATION ORDERS

Any work that the Contractor must or would like to do for which he would expect to receive compensation and for which no allowance has been made in the Bill of Quantities must only be executed if written, Client-approved variation orders have been issued to the Contractor. Work done for which no variation order has been issued and that has not been allowed for in the Bill of Quantities, shall be done at the Contractor's own expense. Should the Contractor ask for changes or additional work without supplying the cost implications with his request, it will be accepted that there are no cost implications.

PS 14.2.23 CONTRADICTIONS AND OBSCURITIES IN THE TENDER DOCUMENT

Should there be any contradictions, obscurities or doubt in the text of the Tender Document or drawings, or if any obvious errors or illegible figures are found, the Contractor must, before submitting the tender, get a written, signed declaration of the correct meaning of such descriptions, figures, clauses, etc. from the Engineer.

The Contractor shall not be permitted to submit **any** claims against the Client and/or Engineer after closing of tender due to the abovementioned reasons.

The Contractor must examine the Tender Documents to ensure that it contains all the applicable pages and that a complete set of drawings has been issued. The Contractor must notify the Engineer accordingly should there be any pages and/or drawings missing. The Engineer shall then immediately supply a complete set of Tender Documents and/or drawings in exchange for the incomplete set of Tender Documents and/or drawings.

The Contractor will be forced to, at own cost, repair all work caused by the incorrect interpretation of the drawings and /or specifications and as a result not complying with the requirements of this contract document and/or drawings.

PS 14.2.24 DOCUMENTS MUTUALLY EXPLANATORY

The respective documents that make up this Contract stand in the following order of preference:

- 1) Form of Offer & Acceptance;
- 2) Project Specifications;
- 3) General Conditions of Contract;
- 4) Standard Specifications (SANS 1200) and particular specifications;
- 5) Drawings;
- 6) Bill of Quantities and summary;
- 7) Statutory regulations and requirements;
- 8) Standard SANS specifications (not SANS 1200);
- 9) Other standard specifications.

If the requirements of any part in the tender document are in conflict with any other part, the document that is higher in the above ranking will take precedence and be in force.

PS 14.2.25 PROTECTION AND REINSTATING OF LAND SURVEYOR'S BEACONS

It is the exclusive responsibility of the Contractor to ensure that land surveyor's beacons, erf pegs and benchmarks are not covered, disturbed or damaged.

The Contractor's attention is drawn to the stipulations of Article 35 and 36 of the Land Survey Act, 1927 (Act 9 of 1927), in which he is held responsible for the safety of all survey beacons and benchmarks and of any plot boundary pegs that are found on the site, as well as for the cost involved in the replacement of displaced and/or damaged survey beacons and benchmarks or plot boundary pegs by a registered Land Surveyor.

After completion of the contract and before the final take-over certificate is issued, the Contractor will have to hand in a certificate from a registered land surveyor certifying that all survey beacons, benchmarks and erf pegs are in position.

Erf pegs and trigonometrical land surveyor's beacons that are either misplaced or destroyed during the contract must be replaced and installed by a registered land surveyor at the Contractor's expense.

The Contractor must point out to the Engineer, in writing, any erf pegs that are not in position within 14 (fourteen) days after commencement of the project. Should the Contractor fail to point out to the Engineer, in writing, any pegs not in position, it will be accepted that **all** pegs are in position.

It will be accepted that the Contractor has made provision under Preliminary and General to comply with the above. **No additional** payments will be made to comply with this.

The Contractor's attention is specifically drawn to the stipulation of sub-clause 5.1.2 of the standardised specifications SANS 1200 A.

PS 14.2.26 CONTRACTOR TO BE COMPENSATED (CLAUSE 4.5.4 OF THE GCC)

It shall be accepted that the Contractor provides for payment of Clause 4.5.4 of the GCC under Section A of the Bill of Quantities. **No** further payments will be made to the Contractor under this Clause.

PS 14.2.27 OPPORTUNITIES AFFORDED TO OTHER PERSONS

The Contractor's attention is drawn to the fact that other Works by independent Contractors may be done simultaneously with this project.

The other Work that may be done simultaneously with this contract by independent Contractors is not limited.

The Contractor must ensure that neither his own nor his employees' operations interfere or place hindrances in the way of operations to be performed by the Employer or other Contractors. The Contractor herewith **indemnifies** the Employer should any claims arise in this matter.

Any claims arising due to damages to existing services or works or any obstructions or hindrances caused by the Contractor and other parties, shall be the responsibility of the Contractor.

Any repair work, improvements or replacing of unsatisfactory work, shall be at the expense of the Contractor and to the Engineer's satisfaction.

Items are provided in the Bill of Quantities, Section A, to remunerate the Contractor to comply with the abovementioned.

Where so instructed by the Engineer, an **independent** Contractor or Contractors shall supply and install work. The Contractor for the prescribed work shall serve as independent Sub-Contractor.

The Contractor for the contract shall do everything in his power and to the satisfaction of the Engineer to ensure that the incorporation of the independent Sub-Contractor with the contract will run smoothly.

The Contractor has the opportunity to allow for remuneration for his supervision and help to the independent Sub-Contractor in the Bill of Quantities and this will be taken as complete remuneration of the Contractor to comply with these instructions, as well as the definition of Clause 4.8 of the GCC. The Contractor shall pay the independent Sub-Contractor, unless

differently instructed by the Engineer. Payment to the independent Sub-Contractor shall be made within 7 (seven) days after the Contractor has received his payment. Should this not take place, interest will be paid at prime rate plus 2 (two)%. Interest will be deducted from payment to the Contractor. The independent Sub-Contractor must supply written proof that all previous payments have been made to him before a subsequent payment will be made to the Contractor.

After expiring of the retention period, the Contractor must, when requested by the Engineer in writing, hand over a bank guaranteed cheque in favour of the independent Sub-Contractor to the value of the retention monies due to the independent Sub-Contractor, to the satisfaction of the Engineer. The Engineer will not hand over the cheque to the independent Sub-Contractor until such time as the Client has paid the outstanding retention monies to the Contractor.

The Contractor shall be held responsible for any losses suffered by the Client due to delays of the independent Sub-Contractor or any other losses suffered by the Client due to actions, conduct, etc. by the Contractor or any of his staff.

The Engineer will serve as contact between the Contractor and the independent Sub-Contractor and the Contractor will only make contact with the independent Sub-Contractor, in whichever way, with written approval from the Engineer. If called upon by the Engineer to do so, the Contractor shall enter into an agreement with the independent Sub-Contractor.

PS 14.2.28 TESTS

Evaluation of density tests shall be done in accordance with TRH 5. There will, however, be **no** conditional acceptance of test results. Only tests that the Engineer has ordered in writing shall be considered for payment. The Contractor must request the Engineer in advance for the testing specifications for water retaining structures / pipelines. **No** water retaining structure / pipeline may be filled with water for the specified testing **before** the Engineer has issued the test specifications in writing.

Element	Property	Lot Size	Min. number of tests per lot size
Embankments (> 2 m height)	Density and Thickness	1 800 - 12 000 m ³	4
Embankments (< 2 m height)	Density and thickness	12 000 m ² *	4
Cuttings (top 150 mm layer)	Density and thickness	12 000 m ²	4
Selected sub grade	Density and thickness	6 000 - 12 000 m ²	4
Subbase	Density and thickness	9 000 - 18 000 m ²	6
Natural gravel base	Density and thickness	9 000 m ²	6
Crushed-stone base	Density and thickness	6 000 - 9 000 m ²	6
Selected sub grade	Cementitious binder content (if stabilized)	10 000 m ²	20
Subbase	Cementitious binder content (if stabilized)	10 000 m ²	20
Natural gravel base	Cementitious binder content (if stabilized)	10 000 m ²	20
Crushed-stone base	Cementitious binder content (if stabilized)	10 000 m ²	20
Embankments (> 2 m height)	Indicator tests	5 400 - 12 000 m ²	4
Embankments (< 2 m height)	Indicator tests	12 000 - 36 000 m ²	4
Cuttings (top 150 mm layer)	Indicator tests	12 000 - 36 000 m ²	4
Selected sub grade	Indicator tests	12 000 - 30 000 m ²	4
Subbase	Indicator tests	18 000 - 22 500 m ²	6
Natural gravel base	Indicator tests	9 000 - 22 500 m ²	6
Crushed-stone base	Indicator tests	9 000 m ² - 600 m ^{3**}	6
Selected sub grade	CBR (excluding cement-stabilized layers)	20 000 - 30 000 m ²	4
Subbase	CBR (excluding cement-stabilized layers)	12 000 - 15 000 m ²	4
Embankments (> 10 m height)	CBR (excluding cement-stabilized layers)	20 000 m ³	4

Natural gravel base	CBR (excluding cement-stabilized layers)	15 000 m ²	4
Natural gravel base	Compressive strength (cement-stabilized)	15 000 m ²	4
Crushed-stone base	Compressive strength (cement-stabilized)	18 000 m ²	4
Asphaltic base	Density	6 000*** - 12 000m ²	6
	Grading + bituminous binder content	800 ton	8
Asphaltic surfacing	Density	6 000*** -12 000 m ²	6
	Grading + bituminous binder content	400 - 800 ton	8
Concrete	Cube crushing strength	0 - 75 m ³	6 (x3)
	Cube crushing strength	75,1 - 150 m ³	8 (x3)
	Cube crushing strength	150+ m ³	10 (x3)

TABLE 1: LOT AND SAMPLE SIZES

* Layer thickness varies between 0,3 m to 0,15 m

** Tested before working on road

*** Density determined from drill-core

PS 14.2.29 EXAMINATION OF WORK BEFORE COVERING UP

The Contractor shall give the Engineer a **reasonable** chance to fit investigations into his program, in which case a time for inspection can be agreed upon.

The Engineer's representative shall visit the site roughly once a week to administer and inspect the Works. The Contractor shall thus organize his work program so that work that has to be inspected will be finished on time. Under no circumstances may the Contractor continue with any work that would cover previous work before such work was approved in writing.

Inspection and approval of the Works would at least be required at the following phases. The Engineer can, however, instruct inspections at any other stage of the works as he may deem necessary:

- (i) after pipeline routes were pegged out;
- (ii) at completion of excavations;
- (iii) after placing bedding and blanket;
- (iv) after pipes and/or culverts are laid and before backfill commences;
- (v) during pressure tests on pipelines;
- (vi) before and after construction of gravel course on roads;
- (vii) before structural concrete are cast.

If the Engineer arrives with the aim of inspecting any part or materials of the works at a time and date agreed upon with the Contractor and the materials or part of works are not ready for inspection, the Contractor will be responsible for the cost of that visit by the Engineer.

PS 14.2.30 VESTING OF MATERIAL

Material on site, for which the Contractor has received payment, becomes the property of the Client and may not be removed from the site without **written consent** from the Engineer. Decisions about whether material on site shall be paid, depends solely on the Engineer. Material on site shall also only be paid for if it is stored in a safe and secure place as well as at the discretion of the Engineer. Payment for material on site shall only be done if the Contractor supplies the Engineer with invoices.

The Engineer reserves the right to withhold payment for material on site until the Contractor can supply, on request of the Engineer, **written proof of ownership** from the Supplier of material on site.

PS 14.2.31 SAFEGUARDING OF WORKS

The Contractor shall comply with all the safety regulations of the Client, Other Authorities and/or as demanded by the Engineer.

It will be accepted that the Contractor has made provision in his tender to comply with abovementioned requirements and **no** additional payment shall be made to comply with these requirements.

The Contractor must ensure that works are properly safeguarded with the necessary road signs, chevron safety bands, lights, etc. at all times, especially at night. The Engineer reserves the right to instruct the Contractor to supply additional safety measures, **without additional payment**. Remuneration to comply with these requirements must be included in the tendered amounts in Section A: General of the Bill of Quantities.

The possible cost of shoring of excavation sides must be included in the cost of excavations. The Engineer reserves the right to request shoring or to strengthen any shoring **without additional remuneration** to the Contractor.

The "Factories, Machinery and Building Work Act (Act 22 of 1941)" as well as the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, where it may appear in the SANS 1200 standardised specifications, be replaced by the "Occupational Health and Safety Act (Act 85 of 1993).

PS 14.2.32 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Extension of time will only be considered for rainfall or saturated conditions that will influence the quality of work and will be calculated in accordance with the following method:

- (a) The Contractor shall, in his program, allow for the anticipated number of working days on which work could be delayed – as given in the Schedule below.
- (b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
 - (i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's program. Only delays on working days will be considered.
 - (ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
 - (iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number of days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
 - (iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

SCHEDULE

Anticipated number of working days on which work could be delayed as a result of rainfall of more than 10 mm and saturated conditions:

MONTH	DAYS	MONTH	DAYS
January	1	July	2
February	2	August	2
March	2	September	2
April	2	October	2
May	2	November	2
June	2	December	2

Calculation for compensation of extension of time due to abnormal rainfall will only be for the

Time-related Items in the Bill of Quantities. Tenderers must ensure that **all** the costs to be included in the case of **an extension** of time due to abnormal rainfall are **included** in the tendered rates for Time-related Items in the Bill of Quantities. **No** other compensation for extension of time due to abnormal rainfall will be paid by the Client.

PS 14.2.33 REJECTION OF TENDERS

Any bribery, commission, loan or any other advantage made by or on behalf of a Tenderer with regards to this tender, expose the tender to rejection without any further consideration. Any tender that does not comply with abovementioned requirements shall be deemed incomplete and is subject to rejection.

Any attempt, **of any nature**, from the Tenderer to influence the Client's decision after closing of the tenders, exposes the tender to rejection without further consideration.

PS 14.2.34 COPYRIGHT ON DOCUMENTS AND DRAWINGS

Contractors' attention is drawn to the fact that copyright on **all** documents and drawings in respect of this tender is vested in V3 Consulting Engineers (Pty) Ltd. in virtue of the Copyright Act (Act 98 of 1978).

PS 14.2.35 SPECIFICATIONS

Where referred to SANS Specifications or any other specification, it shall mean the latest published edition of abovementioned specification.

PS 14.2.36 COSTS INCURRED WITH THE PREPARATION AND SUBMISSION OF TENDERS

The Client shall not be held responsible for **any** expenses or losses incurred by the Tenderer with regards to the preparation and/or submission of tender documents.

PS 14.2.37 STATUTORY LAWS AND REGULATIONS

The Contractor must supply all notices and pay all fees, as required by an Act of the Parliament, Ordinance or any Regulations or by-laws or any Local or other Statutory Power with regards to the executing of the Contract Works or any other Temporary Works and according to the Client and all Public Authorities and Companies whose property or rights may at any time be influenced by the Contract Works or any temporary Works. The Contractor shall under all circumstances comply with the regulations of any Act of Parliament, Ordinance or any Regulations or by-laws or any Local or other Statutory Power that may be applicable to the Contract Works or any Temporary Works and according to rules and regulations of the Client and all Public Authorities and Companies, as already mentioned, and shall indemnify the Client against all fines and responsibilities of any kind for breach of contract of such an Act, Ordinance, Regulation or by-laws. The Client shall compensate the Contractor, or reimburse the Contractor for all amounts payable, as specified by the Engineer, that is payable and already paid for by the Contractor on such fees, and also all taxes paid by the Contractor for the Site or any part thereof or anything constructed or erected on site, or any part thereof, or any temporary structure, placed elsewhere, but exclusively for the use of the Contract Works, with the understanding that the Client, and not the Contractor, shall be responsible for the obtaining any planning permissions that may be required for the Contract Works.

PS 14.2.38 LAWS THAT SHALL APPLY

The contract shall at all times be executed in accordance with the Laws of the Republic of South Africa, and any discrepancies that may occur between the Client and the Contractor as far as the contract is concerned, shall be settled in the Republic of South Africa, unless the Law on the contract applicable on this Clause is from another country, the Client is entitled to adopt the Law from another country in the case of any disagreement and/or the case may be settled in such a country.

- (i) **No** labour from outside the boundaries of Mossel Bay Municipality, shall be permitted without **written** consent from the Client and the Engineer.

Determining of tariffs, payment procedures and any necessary agreements between the Contractor and his workers and Sub-Contractors, must be negotiated by the Contractor himself (refer to paragraph (v) below). The Client shall make **no** additional payments due to failure of before mentioned.

No withstanding paragraph (v), the Contractor must confirm what wages are applicable and acceptable for labourers in the Mossel Bay Municipal Area, as well as production that can be expected with local labour from area. **No** additional remuneration or extension of time shall be granted under the contract as a result of higher wages or lower production than what the Contractor provided for. Manual labour must be used for all construction work where practically and economically viable. The Contractor shall have to convince the Client and Engineer that it is not practical or economically viable to execute work with manual labour. The maximum amount of work must be done by hand. Tenderers **must** provide with their tenders, details of the extent of work to be done by hand.

Contractor shall enter into a **written** agreement with **all employees** on the project. Appointment conditions must be included **in full** in the agreement. Copies of the agreement with **each** of the employees must be available in the site office **at all times**.

Tenderers shall enter into a **written** agreement with **all employees** on the project. Appointment conditions must be included **in full** in the agreement. Copies of the agreement with **each** of the employees must be available in the site office **at all times**.

For the purposes of evaluating of tenders, it is required that **all schedules**, as included in the Tender document, shall be completed in full and signed by the Contractor.

- (ii) **No** labour from outside the boundaries of Mossel Bay Municipality shall be permitted without **written** consent from the Client and the Engineer. Determining of tariffs, payment procedures and any necessary agreements between the Contractor and his workers and Sub-Contractors, must be negotiated by the Contractor himself. The Client shall make **no** additional payments due to failure of before mentioned.

The Contractor must confirm what wages are applicable and acceptable for labourers in the Mossel Bay Municipal Area, as well as production that can be expected with local labour from area. **No** additional remuneration or extension of time shall be granted under the contract as a result of higher wages or lower production than what the Contractor provided for. Manual labour must be used for all construction work where practically and economically viable. The Contractor shall have to convince the Client and Engineer that it is not practical or economically viable to execute work with manual labour. The maximum amount of work must be done by hand. Tenderers **must** provide with their tenders, details of the extent of work to be done by hand.

The Contractor shall enter into a **written** agreement with **all employees** on the project. Appointment conditions must be included **in full** in the agreement. Copies of the agreement with **each** of the employees must be available in the site office **at all times**. Tenderers shall enter into a **written** agreement with **all employees** on the project. Appointment conditions must be included **in full** in the agreement. Copies of the agreement with **each** of the employees must be available in the site office **at all times**.

For the purposes of evaluating of tenders, it is required that **all schedules**, as included in the Tender document, shall be completed in full and signed by the Contractor.

(iii) LABOUR-INTENSIVE WORKS

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such work shall be constructed using local workers.

(iv) MONTHLY LABOUR RETURNS

Every month the Contractor shall submit to the Engineer the completed schedules (pro forma's attached) including time/attendance registers regarding the labour employed on the project. The report comprises an integral part of the Contractors Payment Claim and without this report the payment claim will not be processed. The cost of completing these schedules will be held to have been included in the tendered rates.

(v) CERTIFICATE OF SERVICE

On termination of employment, a Worker is entitled to a certificate stating

- a) the Worker's full name;
- b) the name and address of the Employer;
- c) the project on which the Worker worked;
- d) the work performed by the Worker;
- e) any training received by the Worker;
- f) the period for which the Worker was employed;
- g) any other information agreed on by the Employer and Worker.

If not issued beforehand, the certificate of training as supplied by the accredited training agency must also be handed to the Worker at this stage.

PS 14.2.40 AUDITING OF INFORMATION BY THE CLIENT

At all times during the contract period, the Client has the right to examine all documentation that may serve as proof that black empowerment and local labour is used by the Contractor in accordance with the conditions of tender, to the satisfaction of the Council.

PS 14.2.41 MEASUREMENT OF THE WORKS

The Engineer will do the measurements for the monthly payment certificates. Where the manner of calculation for quantities for the Bill of Quantities differs from the manner of calculation as set out under Standard Specifications, the manner of calculation of the Bill of Quantities shall take precedence. Surveying shall be done according to the drawings or the amended drawings.

Before any material is ordered, the Contractor must make sure if the material ordered will be used for the works. The Client shall make no remuneration for any excess material ordered.

Items shown as provisional quantities or as shown as provisional in the Bill of Quantities are meant to provide for works of which the necessity or scope cannot be predicted.

Such work shall only be undertaken with the written instruction of the Engineer and, where applicable, shall be paid according to the tendered rate or shall, in the absence of rates, be evaluated according to Clause 6.4 of the GCC.

The Bill of Quantities shall not be used for the placing of orders and the Engineer shall not be accountable and take no responsibility for materials ordered or obtained by the Contractor on the basis of the Bill of Quantities.

In reference to Clause 6.7 of the GCC the Pricing Data shall be in accordance with the following:

The work shall be measured in accordance with the methods and procedures described in the Contract or, failing such description, in accordance with the methods and procedures applicable to the category of work concerned as set out in the standard methods of measurement laid down in the SANS 1200 Standardized specifications current at the time of the Tender.

PS 14.2.42 POSSIBLE ADJUSTMENTS OF THE SCOPE OF THE WORKS

Should the Tender prices be higher than the available funds of the Client, the Client reserves the right to negotiate with the successful Tenderer to adjust the scope of the works to fall within the available funds. In such a case only a **part** of the works shall be done according to the Client's choice. See C 1.2: Contract Data: Clause 6.11.

PS 15 TOLERANCES: DEGREE OF ACCURACY

Unless specified otherwise in this Tender Document, a "Degree of Accuracy II", as specified in SANS 1200, will be applicable for this Tender.

PS 16 REINSTATE ROAD SURFACES

Where work has to be performed in roadways, the Contractor will take all necessary measures to protect the existing tar. Any damaged tar, due to the construction work, will be repaired to the satisfaction of the Engineer and/or Client at the cost of the Contractor.

Tar will be saw cut before placing of pre-mix. The sides of the tar will be cut parallel to each other and to a width for the full length of the excavations between manholes equal to or greater than the maximum width of the damaged tar.

The pre-mix will be placed to be flush with the existing tar **after** compaction. All pre-mix higher and/or lower than the existing tar after compaction will be rectified to the satisfaction of the Engineer and/or the Client at the cost of the Contractor.

The above will be applicable to **all paved** areas.

PS 17 MANHOLES IN PAVED AREAS

Manhole covers will be installed to be flush with the paved areas around it. It will also be installed to suit the slope of the paved area in which the manhole is installed.

PS 18 UNPAVED ROADS

See also TRH: 18: The Structural Design, Construction & Maintenance of Unpaved Roads (1990)

PS 18.1 SUBGRADE PREPARATION

The subgrade shall be cleared of bush and trees over the full width of the road prism. All vegetable matter and organic soil shall be removed by grader or bulldozer from the road prism. The road bed shall be ripped and mixed, sprayed with water to Optimum Moisture Content (OMC) and then be compacted to a density of at least 90% MAASHTO (about 90% Proctor) maximum dry density.

See also TRH 18: The Structural Design, Construction & Maintenance of Unpaved Roads (1990).

PS 18.2 WEARING MATERIAL

PS 18.2.1 RURAL ROADS

The specifications for the materials for the wearing course for Rural Roads are as per Table 1.

Maximum size	37,5 mm
Oversize index (I_o) ^a	5%
Shrinkage product (S_p) ^b	100 - 365 (max. of 240 preferable)
Grading coefficient (G_c) ^c	16 - 34
CBR = 15 at 95% MAASHTO compaction and OMC ^d	

TABLE 1: SPECIFICATIONS FOR UNPAVED RURAL ROADS

- a) I_o : Oversize Index (per cent retained on 37,5 mm sieve)
b) S_p : Linear shrinkage x per cent passing 0,425 sieve
c) G_c : (Per cent passing 26,5 mm - per cent passing 2,0 mm) x per cent passing 4,75 mm/100
d) Test immediately after compaction.

PS 18.2.2 URBAN ROADS

The specifications for the materials for the wearing course for Urban Roads are as per Table 2.

Maximum size	37,5 mm
Oversize index (I_o) ^a	0%
Shrinkage product (S_p) ^b	100 - 240
Grading coefficient (G_c) ^c	16 - 34
CBR = 15 at 95% MAASHTO compaction and OMC ^d	

TABLE 2: SPECIFICATIONS FOR UNPAVED ROADS IN URBAN AREAS

- a) I_o : Oversize Index (per cent retained on 37,5 mm sieve)
b) S_p : Linear shrinkage x per cent passing 0,425 sieve
c) G_c : (Per cent passing 26,5 mm - per cent passing 2,0 mm) x per cent passing 4,75 mm/100
d) Test immediately after compaction.

PS 18.2.3 HAUL ROADS

The specifications for the materials for the wearing course for Haul Roads, such as a mine, forestry or agricultural roads, are as per Table 3.

Maximum size	75 - 100 mm
Oversize index (I_o) ^a	10%
Shrinkage product (S_p) ^b	100 - 365 (max. of 240 preferable)
Grading coefficient (G_c) ^c	16 - 34
CBR = 15 at 95% MAASHTO compaction and 4 days' soaking	

TABLE 3: SPECIFICATIONS FOR UNPAVED HAUL ROADS

- a) I_o : Oversize Index (per cent retained on 37,5 mm sieve)
- b) S_p : Linear shrinkage x per cent passing 0,425 sieve
- c) G_c : (Per cent passing 26,5 mm - per cent passing 2,0 mm) x per cent passing 4,75 mm/100

PS 19 NOISE LEVELS OF COMPRESSORS AND PNEUMATIC EQUIPMENT

The exhaust silencer of all compressors shall be of such a size and construction that sound level measurements taken within 2 (two) meters of the exhaust opening shall not exceed 60 dBA. This measurement will also be applicable to all pneumatic equipment.

PS 20 PUMPING AND LATERAL SUPPORT (SHORING)

Some of the excavations may be within the water table and dewatering will be needed.

Some of the excavations may be within unstable material and shoring will be needed.

Tenderers must ensure that sufficient provision is made in their tender prices for dewatering within the excavations and to provide for shoring where so needed and/or instructed by the Engineer and/or the OH&S Agent. The Client will make **no** additional payment for dewatering within the excavations and/or to provide shoring.

C 3.2:

ENGINEERING DRAWINGS

ENGINEERING DRAWINGS

The Works shall be constructed in accordance with the design drawings included in the Contract Documents.

The drawings listed and included hereafter shall be used for tender purposes only.

The Contractor will be supplied with three (3) unreduced paper prints of each of the drawings and any others required for construction. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

Only figured dimensions shall be used and drawings shall not be scaled unless otherwise instructed.

Any levels given on construction drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies. The Contractor is required to do a survey of all elements to be constructed and that is subject to levels in order for the Engineer to verify levels for construction. The cost for this survey must be included in the tendered rates as specified in the Bill of Quantities.

The Contractor shall ensure that accurate "Record" records are kept of all infrastructures installed or relocated during the contract. The position of all underground infrastructures shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative before payment will be certified.

Any information in the possession of the Contractor, which the Engineer requires to complete his record drawings shall be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

LIST OF DRAWINGS:

10743000-400	ANDA STORMWATER LAYOUT PLAN
10743000-401	STORMWATER DETAIL
10743000-402	STORMWATER HEADWALL DETAILS & REINFORCING
10743000-500	SAMPSON STORMWATER LAYOUT PLAN
10743000-600	PAPAWER RETAINING WALL

C 3.3:

**CONSTRUCTION WORK
SPECIFICATIONS:**

PROJECT SPECIFICATIONS:

SANS 1200: PART 2

INDEX OF THE VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS: SANS 1200: PART 2

DESCRIPTION	PAGE
SANS 1200 A : GENERAL	C 3 - 29
SANS 1200 C : SITE CLEARANCE	C 3 - 32
SANS 1200 D : EARTHWORKS	C 3 - 33
SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)	C 3 - 35
SANS 1200 DK : GABION AND PITCHING	-
SANS 1200 DM : EARTHWORKS (ROADS, SUBGRADE)	C 3 - 38
SANS 1200 G : CONCRETE (STRUCTURAL)	C 3 - 40
SANS 1200 LB : BEDDING (PIPES)	C 3 - 41
SANS 1200 LE : STORMWATER DRAINAGE	C 3 - 43
SANS 1200 M : ROADS (GENERAL)	C 3 - 44
SANS 1200 ME : SUBBASE	C 3 - 45
SANS 1200 MF : BASE	C 3 - 47
SANS 1200 MH : ASPHALT AND SURFACE	C 3 - 49
SANS 1200 MJ : SEGMENTED PAVING	-
SANS 1200 MK : KERBING AND CHANNELLING	C 3 – 50

SANS 1200 A : GENERAL

PS A GENERAL

A 2 INTERPRETATION

PS A 2.2 APPLICABLE ISSUE OF STANDARDS

Add to the beginning of sub clause A 2.2:

“Unless another issue is specified,”

A 3 MATERIALS

PS A 3.1 QUALITY

Add to sub clause A 3.1:

“Where applicable all materials must bear the official SANS mark.”

A 5 CONSTRUCTION

PS A 5.1.1 SETTING OUT OF THE WORKS

Add the following to sub clause A 5.1.1:

“Setting out of works shall not be measured and paid directly and any costs involved herein shall be deemed as included in the rates and prices of the various items of work that is included in the Contract.

Further to the above, the Contractor shall timeously, before commencement of construction, check all levels in a specific area to provide for both the accurate measurement of quantities for payment purposes and should any discrepancies occur, to give the Engineer ample time to check levels and to make adjustments, if necessary.

Should the Contractor neglect to do so, the levels as shown on the Engineers drawings will be used for measurement and payment purposes.”

PS A 5.1.2 PRESERVATION AND REPLACEMENT OF BEACONS AND PEGS SUBJECT TO THE LAND SURVEY ACT

Amend sub clause A 5.1.2 as follows:

Delete from the sixth line “before the commencement.....” to the ninth line: “... apparently in their correct positions” and replace it with the following:

“Immediately after handing over of the site, the Contractor shall, under guidance from the Engineer, look for **all** pegs and compile a list of pegs that are apparently in their correct positions.

The costs involved in the seeking of the pegs shall not be directly measured and paid for and all costs involved herein shall be deemed as included in the rates and prices of the various items of work that is included in the Contract”

Add the following sub clause to sub clause A 5.1.2:

“c) pegs in the vicinity of the works that can inevitably not be removed subject to the written approval of the Engineer that such pegs may be removed.”

PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Add the following to sub clause A 5.4:

“The Contractor will be held responsible for any costs involved in damage to services that he could readily locate.

Protection of services shall not be directly measured and paid for and all costs involved herein shall be deemed as included in the rates and prices of the various items of work that is included in the Contract”

A 8 MEASUREMENT AND PAYMENT

PS A 8.1.1 METHOD OF MEASURING, ALL SECTIONS

Amend sub clause A 8.1.1 as follows:

“Except where specified in Clause 8 of the standardised specification, or in the measurement and payment clause of the applicable part of the Standard Specification, or in the Project Specification or in the introduction to the list, all items must ...”

A 8.3 FIXED COST AND COST RELATED ITEMS

Add the following to sub clause A 8.3:

“PS A 8.3.5 Accommodation of other Contractors Unit :
Sum

The sum shall include all costs involved in the accommodation of other Contractors on the Site of Works and the provision of admission.”

A 8.8 TEMPORARY WORKS

Add the following to sub clause A 8.8:

PS A 8.8.2 Accommodation of traffic Unit :
Sum

Add the following to A 8.8.2:

“The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof, for making the necessary traffic arrangements and arrangements with regard to the moving and/or re-erection of existing traffic signs as well as all other costs to accommodate the traffic during construction.”

- PS A 8.8.7 Add the following sub clause to A 8.8:
- “Management of surface- and seepage water Unit : Sum
- The sum shall include all costs involved in the management of water as specified in sub clause A 5.5.”
- Add the following sub clauses:
- PS A 8.9 OCCUPATIONAL HEALTH AND SAFETY
- PS A 8.9.1 Health and Safety Measures Unit : Sum
- Unit : Weeks
- The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety measures required in terms of Clause 5 (Principle Contractor and Contractor) of the Construction Regulations (2003) of the Occupational Health and Safety Act. **No** other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.
- PS A 8.9.2 Health and safety Plan Unit : Sum.
- Unit : Weeks
- The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety plan as required in the Construction Regulations (2003). The rate shall include for all risk assessments required as well as for the development and implementation of safe work procedures and method statements. **No** other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.
- PA A 8.9.3 Health and Safety File Unit : Sum
- Unit : Weeks
- The rate shall cover all costs pertaining to the provision and/or collection of data (drawings, design, materials, operation and maintenance manuals, etc.) to be contained in the file, co-operation with other parties, compilation and maintenance of the file during the duration of the contract and the handing over of the file to the Client on completion of the contract. **No** other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.
- PS A 8.10 EXTENSION OF TIME Unit : Sum
- The sum tendered shall include all costs that the Contractor may have in terms of sub clauses 45 (2) and 45 (3). Payment of these items shall be calculated and paid for at the close of the Contract after the total extension of time is known.

SANS 1200 C: SITE CLEARANCE

C 3 MATERIAL

PS C 3.1 REMOVAL OF MATERIAL

Replace sub clause C 3.1 with the following:

“The Contractor must provide a suitable dumping site for the removal of material from the clearing and root removal work.”

C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED

The area that has to be cleared and grubbing done, is the full width of all road reserves.

For pipe trenches, indicated by the Engineer, a strip of adequate width must be cleared. Unless determined otherwise, the width of the cleared strip must be equal to the trench width plus an allowance for the slopes of the trenches, plus the width of the heaped excavated material, plus a 600 mm width that has to be kept cleared right up against the trench plus the width that is necessary for access to the trench.

All rubble on site must be removed to an approved dumping site.

PS C 5.6 PRESERVATION OF TOPSOIL

Where ordered by the Engineer, topsoil, if present, must be removed to a specified depth and stockpiled next to the intended pipe trench or road reserve for later re-use.

C 8 MEASUREMENT AND PAYMENT

PS C 8.2.1 CLEARANCE AND ROOT REMOVAL WORK

Site clearing for pipe trenches shall not be measured where such trenches are inside the road lane. The tendered rate for clearing and grubbing must include the cost of removing material to a suitable site (See PS D 5.2.2.3) and to level off to natural ground level.

CLEARING OF TRENCHES Unit : m

PS C 8.2.10 REMOVAL AND PROTECTION OF TOPSOIL

Apart from the requirements of sub clause C 8.2.10, the rate also covers the costs for stabilising and protecting of stockpiled topsoil next to pipe trenches as well as the levelling of unused topsoil.

SANS 1200 D: EARTH WORKS

D 3 MATERIALS

PS D 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Add the following to sub clause D 3.1:

“Notwithstanding the provisions in sub clause D 3.1 excavation material shall not, other than hard rock, be classified separately for the purpose of measurement and payment. The unit price for excavations will cover excavations in soft and intermediate material.”

PS D 3.1.2 CLASSES OF EXCAVATION

Despite sub clause D 3.1.2 excavation of material for the purposes of measurement and payment for this contract shall not be measured as intermediate excavations or boulder excavations Class A and B. Soft excavation shall be deemed to include material that is classified as intermediate excavations or boulder excavations Class A and B in sub clause D 3.1.2(b), (d) and (e).

PS D 3.3 SELECTION

PS D 3.3.1 GENERAL

Add the following to sub clause D 3.3.1:

“All topsoil from roadworks shall be stockpiled or levelled over the site as indicated by the Engineer.”

PS D 3.3.2 BACKFILLING AND EMBANKMENTS

Add the following to sub clause D 3.3.2:

“Material for approved backfilling shall be selected and separated from the excavated material. It will be one, or a mixture of, materials:

- (a) Sandy soil with a plasticity index of not more than 14 and that has stones not larger than 25,6 mm.
- (b) Gravel soil that can go through a 63 mm sieve and with a 2,0 mm part between 15% and 40%, a 0,075 mm part not greater than 15% and a plasticity index of not more than 10.

Approved backfilling shall be compacted to 95% MAASHTO density.

Approved sand for backfilling shall be compacted to 100% MAASHTO density.

D 5 CONSTRUCTION

PS D 5.2.1.2 CONSERVATION OF TOPSOIL

Add the following to sub clause D 5.2.1.2:

“Topsoil shall not be piled higher than 2.0 m. Provision shall be made that topsoil will not be compacted in any way, especially by vehicles that drive over such material.”

PS D 5.2.2.3 REMOVAL

The Contractor must remove all excess material and unsuitable material from all excavations and from clearance and root removal operations must be removed from site. The Contractor is solely responsible for the finding of a suitable dumping site to the satisfaction of the Engineer and the local authority.

D 7 TESTING

Add the following new sub clause D 7.4 to Clause D 7:

PS D 7.4 MEASUREMENT AND HEIGHT CONTROL AND PROCESSING CONTROL

The Engineer retains the right to request records for height and/or processing control before any routine tests and/or investigations are done.

D 8 MEASUREMENT AND PAYMENT

PS D 8.3 EXCAVATIONS

The tendered rate for excavations must include the additional volume of excavation necessary for workspace.

No additional payment shall be made for excavations that are classified as intermediate or boulder excavations Class A and B according to sub clause D 3.1.2. The rate for excavation in all material shall be deemed to cover excavations in such materials, regardless if it is done by machine or by hand.

PS D 8.3.2 BULK EXCAVATION

Omit sub clauses D 8.3.2(b)(1), (3) and (4) for the purpose of measurement and payment. Material not classified as “hard rock excavation” shall not be classified separately from soft excavation.

PS D 8.3.3 RESTRICTED EXCAVATION

Omit sub clause D 8.3.3 for the purpose of measurement and payment.

SANS 1200 DB: EARTH WORKS (PIPE TRENCHES)

DB 3 MATERIALS

PS DB 3.1 CLASSES OF EXCAVATION

Add the following to Sub-Clause DB 3.1:

“Notwithstanding the provisions in Sub-Clause DB 3.1 of SANS 1200 DB, excavation material shall not be classified separately for the purpose of measurement and payment, other than hard rock. The unit price for excavations will cover excavations in soft and intermediate material.”

PS DB 3.3 & IMPORTED MATERIAL

PS DB 3.4 Unacceptable material that is delivered on site shall be rejected and must be removed at the Contractor's cost.

PS DB 3.5 (b) PIPE TRENCHES IN ROAD RESERVES

The requirements in Sub-Clauses DB 3.5 (b) and 5.7.2 with regards to materials for and compacting of trench backfill material shall only be applicable on trenches under roadways and other areas within the road reserves as determined by the Engineer.

PS DB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS

Add the following to Sub-Clause DB 3.6:

PS DB 3.6.5 MATERIALS THAT MUST BE USED

(Sub-Clauses DB 3.6.1, DB 3.6.2, DB 5.9.4 and DB 8.3.6.1)

PS DB 3.6.5.1 EXISTING ROADS

The material recovered from foundation layers in trenching across existing roadways shall, on instruction from the Engineer, be set aside and re-used as sub-base material in the reinstatement of road crossings.

PS DB 3.6.5.2 NEW ROADS

New materials used in the reinstatement of trenches across roadways shall conform to the following standardised specifications or project specifications relating thereto.

(a) Base course to SANS 1200 MF

(b) Sub-base to SANS 1200 ME

PS DB 3.7 SELECTION

Notwithstanding Sub-Clause DB 3.7 whereby the Contractor has a choice with regards to the methods of selection, he is required to follow selective excavation methods. The Contractor must remove, select and place next to trenches separately from unsuitable material, sandy soil for use as backfill material, selected fill material, selected granular material or other use as determined by the Engineer.

DB 5 CONSTRUCTION

PS DB 5.1.1 DUMPING OF EXCAVATED MATERIAL

The Contractor must remove all excess material or material not suitable as backfill material from the site to a suitable dumping site (See PS D 5.2.2.3). This material must be neatly dumped and finished off to levels as specified by the Engineer.

PS DB 5.2 Amend Sub-Clause DB 5.2 to read as follows:

<u>Nominal diameter of pipe, mm</u>		<u>Side allowance on both sides, mm</u>
Over	Up to	
-	700	300
700	1 000	400
1 000	2 000	500
2 000	-	600

PS DB 5.5 UNSTABLE TRENCH SURFACE

Depending on the condition of the trench surface with regards to the characteristics of the soil materials, the Engineer may authorise the use of a layer of broken stone on the trench surface of certain sections to create a stable platform for the placing of the pipe bedding. Excess or unsuitable material must be removed as necessary and the stone layer must have a specified thickness of 150 mm over a specified trench base width and must be of 19 mm broken stone shards.

Should the trench surface be such that it would penetrate the stone layer, the engineer may order the Contractor to place a geotextile blanket around the broken stone layer. The blanket must have a minimum mass density of 150 g/m² and overlays must be at least 200 mm.

PS DB 5.6.3 DISPOSAL OF SOFT EXCAVATION MATERIAL

Replace Sub-Clause DB 5.6.3 with the following:

“Surplus material as a result of excavations shall be removed within a radius of 10 km from the working area. The tempo of removal of surplus material shall include the levelling of the removal area as well as the loading and transportation of the material over the specific distance.

Where topsoil is encountered it shall be kept apart within a radius of 1 km. This Clause shall only apply in cases where the haul distance is not specified in the Schedule of Quantities.”

DB 8 MEASUREMENT AND PAYMENT

PS DB 8.3.1(a) Clear vegetation and trees of girth up to 1 m Unit : m²

PS DB 8.2.4 SHORING

Add the following to Sub-Clause DB 8.4.2:

“Where under this contract trenches must be dug adjacent to live services/other services laid under other Contracts or existing structures, it may be necessary to shore trenches to prevent damage to live/services/other services or structures. It is the responsibility of the Contractor to ensure that services erected under other Contracts or live services are not damaged by his works during this Contract.”

PS DB 8.3.2 EXCAVATION

Delete payment Sub-Clause DB 8.3.2(b) (1), which is for the purpose of measurement and payment of material, as there will be no separate measurement for intermediate excavation. Intermediate excavation will be measured as soft material.

PS DB 8.3.4(a) SHORING

Add the following to Sub-Clause DB 8.3.4(a):

“Where under this contract trenches must be dug adjacent to live services/other services laid under other Contracts or existing structures, it may be necessary to shore trenches to prevent damage to live/services/other services or structures. It is the responsibility of the Contractor to ensure that services erected under other Contracts or live services are not damaged by his works during this Contract.”

PS DB 8.3.4(b) TEMPORARY WORKS: CONTROL OF WATER INFLOW

2) Operate and maintain Unit : m

PS DB 8.3.5(b) SERVICES ADJACENT TO A TRENCH

See PS 14.2.13.

PS DB 8.3.6.1 REINSTATEMENT OF ROAD SURFACES COMPLETE WITH ALL COURSES

(a) Imported material: m³

(b) Asphalt as specified in the Schedule of Quantities : m²

For Item (b) the area shall be calculated from the length of the completed road or paved area as applicable, with width determined from the appropriate side allowance as specified in Sub-Clause DB 8.2.3 and the final compacted thickness of the layer as specified by the Engineer or indicated on the drawings. Payment for this finishing off items shall be additional to the excavations covered in Sub-Clause DB 8.3.2.

The rate shall cover the cost of temporary accommodation of traffic (including road signs and detours), excavation (including equipment necessary to break up, remove and, if necessary, store original material) and therefore reinstate as specified in Sub-Clause DB 5.9, and shall include the cost of delays and the cost of any risk to restore damage.

See also PS 16.

SANS 1200 DM: EARTH WORKS (ROADS, SUBGRADE)

DM INTERPRETATION

DM 2.1 SUPPORTING SPECIFICATIONS

In sub clause DM 2.1(c) delete the words “or SANS 1200DA, as applicable” and delete all references to SANS 1200 DA elsewhere in the specification.

DM 3 MATERIAL

PS DM 3.2.2 FILL

Replace sub clause 3.2.2 (a) with the following sub clause:

“(a) have a minimum CBR at specified percentage of MAASHTO density.

<u>Depth below bottom of selected layer</u>	<u>Minimum CBR</u>
0 m to 1 m	3% at 90% density
Deeper than 1 m to 9 m	3% at 100% density
Deeper than 9 m	5% at 100% density”

PS DM 3.2.3 SELECTED LAYER

Add the following to sub clause DM 3.2.3 (d):

“The Engineer shall have the right to alter the above requirements to:

Maximum Plasticity Index = 3 x Grading Modulus + 10.”

DM 5 CONSTRUCTION

PS DM 5.2.2.3 USE OF MATERIAL

Add the following to sub clause DM 5.2.2.3 (b):

“Unsuitable or excess cut material to be spoiled and worked off on dumping site as designated by the Engineer within a free haul distance of 5.0 km from the point where material is removed.”

PS DM 5.2.6 GRAVEL LAYER

The thickness of the gravel seal coat shall be as indicated on the drawings.

PS DM 5.3 ROAD EDGES

Add to new sub clause DM 5.3:

“The excavation and filling and final finishing off of road edges and verges as shown on the drawings, over the full width of the road prism, even where the work stretches to outside the road reserve, is part of the road construction that has to be executed under this Specification, SANS 1200 DM.”

DM 8 MEASUREMENT AND PAYMENT

PS DM 8.2.7 FINISHING OFF OF ROAD EDGES

Add to sub clause DM 8.2.7:

“The finishing off of the road edges shall be measured according to the area between the border of the and nearest edge of the pavement. The rate covers the cost of forming, clearing and final finishing off of road edges.

PS DM 8.3.4 FILLING FROM CUTTINGS AND DUMPING OF CUTTING MATERIAL

Replace sub clause DM 8.3.4 (a) with the following:

“Compact to 90% MAASHTO density Unit:m³

Compact to 93% MAASHTO density Unit: m³

Compact to 95% MAASHTO density Unit: m³

Compact to 98% MAASHTO density Unit: m³

SANS 1200 G: CONCRETE (STRUCTURAL)

G 3 MATERIAL

PS G 3.4.2 USE OF PLUMSTONES

No plumstones will be used in concrete

G 5 CONSTRUCTION

PS G 5.5.1.7 STRENGTH CONCRETE

Add the following to sub clause G 5.5.1.7:

- “ c) Cement/water ration $\geq 2,0$
- d) Unless otherwise specified in the Schedule of Quantities, all concrete will be Class 30/20.
- e) Cementitious material to consist of:
 - (i) 50% oPC, strength Class 42,5 to SANS 50197.1
 - (ii) 50% GGBS to SANS 1491-1.
- f) Minimum cementitious material content: 360 kg/m³.
- g) Concrete mix to be designed by an accredited laboratory and submitted for approval to the Engineer. Cost included in cost of concrete.”

G 6 TOLERANCE

PS G 6.1 GENERAL

The allowed deviation must be in accordance to Accuracy Grade II in sub clause (b).

G 8 MEASUREMENT AND PAYMENT

PS G 8.1.1 SHUTTERING

Delete payment sub clause 8.1.1.3 (b), (c), (d) and (e). Different inclination angles shall be taken as measured with the different shuttering elements as specified.

PS G 8.4.1 REGULATION CONCRETE MIXTURE

Despite sub clause 8.4.1, the tariffs for regulation concrete mixture includes the cost of concrete that are mixed in the following proportions:

GRADE	ACCORDING TO MASS			ACCORDING TO VOLUME		
	CEMENT	SAND	STONE	CEMENT	SAND+	STONE
25	1	2,5	3,2	1 sk ^{\$}	0,09 m ³	0,11 m ³
20	1	2,9	3,6	1 sk	1,11 m ³	0,13 m ³
15	1	3,6	4,2	1 sk	0,14 m ³	0,15 m ³
10	1	4,5	5,0	1 sk	0,17 m ³	0,17 m ³

+5% moisture in the sand is accepted

^{\$}sk = 50 kg bag

SANS 1200 LB: BEDDING (PIPES)

PS LB 3 MATERIALS

PS LB 3.1 SELECTED GRANULAR MATERIAL

Notwithstanding the provisions in sub clause LB 3.1, the selected granular material shall be singularly graded between 0,6 mm and 13 mm.

PS LB 3.2 SELECTED FILL MATERIAL

Notwithstanding the requirements of sub clause LB 3.2, the selected fill material for stormwater pipelines in all areas, excluding roadways, shall have a PI not exceeding 18. This amendment is not applicable to sewers and water mains.

PS LB 3.3 BEDDING

The Contractor shall be responsible for finding a source of suitable bedding material.

LB 5 CONSTRUCTION

PS LB 5.2.1(c) CLASS A BEDDING

The main fill shall not be placed in any section until the bedding cradle in that section has achieved a compressive strength of at least 15 MPa or a period of 5 (five) days has elapsed after the placing of the concrete in that section, whichever occurs first.

LB 8 MEASUREMENT AND PAYMENT

LB 8.1 PRINCIPLES

PS LB 8.1.1 SUPPLY OF BEDDING MATERIAL MEASURED SEPARATELY

Add the following to sub clause LB 8.1.1:

“Payment for bedding material and selected fill material will only be made if selected trench excavations cannot be used directly in the same position as bedding material, but has to be obtained from elsewhere on the site or designated quarries or commercial sources.”

PS LB 8.1.4 SEPARATE ITEMS FOR BEDDING CRADLE AND BLANKET

Amend sub clause 8.1.4 with the following:

“No distinction with regards to materials for the bedding cradle and selected fill blanket may be made and material must comply with requirements for material for the bedding cradle.”

PS LB 8.1.5 DISPOSAL OF DISPLACED MATERIAL

Add the following to sub clause LB 8.1.5:

“Excess displaced material must be dumped and levelled at the dumping site.”

PS LB 8.2 LISTED ITEMS

PS LB 8.2.2.1 FROM EXCAVATION Unit : m³

Add the following to sub clause LB 8.2.2.1:

“The rate must also make provision for the backfill and compacting of the bedding cradle and fill blanket.”

PS LB 8.2.2.3 FROM COMMERCIAL SOURCES Unit : m³

Add the following to sub clause LB 8.2.2.3:

“The rate must also make provision for the backfill and compacting of the bedding cradle and fill blanket.”

SANS 1200 LE:STORMWATER DRAINAGE

LE 8 MEASUREMENT AND PAYMENT

LE 8.2 LISTED ITEMS

PS LE 8.2.8 SUPPLY AND INSTALLATION OF MANHOLES, CATCH PITS AND OTHERS

Change Subclause LE 8.2.8 to read as follows:

“... and **include** excavation and backfilling”.

SANS 1200 M: ROADS (GENERAL)

M 3 MATERIAL

PS M 3.2 RESPONSIBILITY FOR LOCATION

Add the following to sub clause M 3.2:

“The wearing course of all streets must be built with material from commercial sources. The Contractor is responsible for the selection of material at the source and should material in paving layers not comply with the minimum requirements, it must be removed on the Contractor’s cost and replaced with suitable material.”

M 6 TOLERANCE

PS M 6.3 FREQUENCY OF CONTROLS

Add the following to sub clause M 6.3:

“The controls must be submitted to the Engineer for approval.”

M 7 TESTING

PS M 7.3 ROUTINE INSPECTION AND TESTING

Add the following to sub clause M 7.3.1”

“The Engineer shall only execute tests and inspections of works after such tests and/or inspections has been requested in writing on the appropriate test/inspection forms. Applicable forms may be requested from the Engineer.

The Engineer retains the right to request the necessary records of measurements and level control and/or process control before any routine tests and/or inspections are made.”

Add the following to sub clause M 7.3.3:

“Routine inspections and testing shall be executed in accordance with TRH 5. See PS 14.2.3.1”

M 8 MEASUREMENT AND PAYMENT

PS M 8.1 Add the following to sub clause M 8.1:

The cost of control testing done by the Engineer and which does not comply with the minimum requirements for the appropriate materials shall be for the Contractor’s account alone. These costs will be subtracted from the Contractor’s monthly payment certificate.”

SANS 1200 ME: SUB-BASE

ME 3 MATERIAL

ME 3.2 PHYSICAL CHARACTERISTICS

PS ME 3.2.1 SUB-BASE MATERIAL

Replace sub clause ME 3.2.1 (b) with the following:

“The grading modules (GM) shall be at least 1,2.”

ME 5 CONSTRUCTION

ME 5.4 PLACING AND COMPACTION

PS ME 5.4.1 PLACING

Replace in the second paragraph of sub clause ME 5.4.1 “complies with the requirements of the project specifications” with “complies with the requirements of sub clause ME 6.1.4.”

ME 5.7 TRANSPORT

Replace sub clause ME 5.7.1 with the following:

“An unlimited free haul distance is applicable on wearing and/or sub-base course material, unless specified differently in the Schedule of Quantities.”

ME 7 TESTING

ME 7.2 PROCESS CONTROL AND ROUTINE INSPECTION AND TESTING

PS ME 7.2.1 PROCESS CONTROL

Amend Table 2 of sub clause ME 7.2.1 as follows:

“Change 1 500 m² to 1 200 m² and 5 000 m² to 3 000 m².”

PS ME 7.2.2 ROUTINE INSPECTION AND TESTING

Replace the second sentence of sub clause ME 7.2.2 with the following:

“Densities shall be judged in accordance to TRH 5.”

ME 8 MEASUREMENT AND PAYMENT

PS ME 8.1 BASIC PRINCIPLES

Leave out sub clause ME 8.1 (c).

PS ME 8.2 CALCULATION OF QUANTITIES

Replace sub clause ME 8.2, where applicable, with the following:

“Measuring shall take place according to precise measurements as indicated on the plans.”

PS ME 8.3.8 STABILISING AGENT

Replace sub clause ME 8.3.8 (a) to (f) with the following:

“Prescribed stabilising agent Unit : m³

Replace the second paragraph of subclause ME 8.3.8 with:

“When mixtures of slag and cement or lime are used, the quantity of the mixture shall be measured as a whole.

The rate shall cover the cost of providing the stabilising agent within the works, irrespective rate of application specified or ordered and shall allow for variations in mixing and compacting times of various stabilising agents. The rate for milled blast furnace slag or fly ash shall cover the work of any premixing of stabilising agents if any mixtures of this and other stabilising agents are specified or ordered.”

Add the following to sub clause ME 8.3.8:

“Prescribed stabilising shall be measured as a total volume base course worked including the percentage prescribed stabilising agent. The rate shall cover the cost of provision, transport from source to point of depositing on the site, storing, placing, spreading and mixing with filling.

..... Unit : m³”

SANS 1200 MF: BASE

MF 5.9 TRANSPORT

PS MF 5.9.1 FREE HAUL

Replace sub clause MF 5.9.1 with the following:

“An unlimited free haul distance is applicable on base material.”

MF 6 TOLERANCES

MF 6.1 DIMENSIONS, LEVELS, ETC.

PS MF 6.1.2 GRADE

Add the following to sub clause MF 6.1.2:

“Over and above above-mentioned stipulations the surface must be such that, after the application of the bituminous surface treatment, surface water can drain freely to the channels and all shortcomings to comply with this must be corrected by the Contractor at his own expense.”

PS MF 6.1.5 CROSS-SECTION

Replace in sub clause MF 6.1.5 “25 mm” with “15 mm”.

MF 7 TESTING

PS MF 7.2 PROCESS CONTROL

Amend Table 3 as follows:

Change 1 500 m² to 1 200 m²; 1 500 m³ to 1 200 m³ and 5 000 m² to 3 000 m².

PS MF 7.3 ROUTINE INSPECTION AND TESTING

Replace sub clause MF 7.3.2 with the following:

“Densities shall be judged in accordance with TRH 5.”

MF 8 MEASUREMENT AND PAYMENT

PS MF 8.2 CALCULATION OF QUANTITIES

Replace sub clause MF 8.2, where applicable, with the following:

“Measuring shall be executed according to the precise measurements as indicated on the plans.”

PS MF 8.3.8 STABILISING AGENT

Replace sub clause MF 8.3.2 with the following

“PS ME 8.3.8 is applicable mutatis mutandis.”

SANS 1200 MH: ASPHALT BASE AND SURFACING

MH 8 MEASUREMENT AND PAYMENT

MH 8.5 SCHEDULED ITEMS

PS MH 8.5.4 **Asphalt** (nominal thickness indicated) Unit : m²

SANS 1200 MK: KERBING AND CHANNELLING

MK 3 MATERIAL

MK 3.2 PRE-CAST KERBING AND CHANNELLING

PS MK 3.2.3 STRENGTH

Replace sub clause MK 3.2.3 with the following:

“Pre-cast kerbing, edges and channels must be of Grade 20 MPa concrete.”

PS MK 3.9 BEDDING MATERIAL

Replace sub clause MK 3.9 with the following:

“The material on which concrete kerbing, channels and edges are bed, must be according to measurements indicated on the drawings and must consist of a 1:3:6 concrete mixture with a single size 6,7 mm coarse aggregate.”

MK 5 CONSTRUCTION

PS MK 5.1 EXCAVATION AND BEDDING

Replace in sub clause MK 5.1 “90%” with “93%” (100% in sand).”

PS MK 5.2 KERBING AND CHANNELS OF PRE-CAST CONCRETE

Replace the first sentence of sub clause MK 5.2 with the following:

“Kerbs and channels of pre-cast concrete shall be laid on a concrete bedding that complies with PS MK 3.9 and as indicated on the drawings.”

PS MK 5.11 TRANSITION SECTIONS AND INLET AND OUTLET STRUCTURES

Replace the first sentence of the second paragraph of sub clause MK 5.11 with the following:

“Inlet and outlet structures shall comply with detail as indicated on the drawings.”

MK 8 MEASUREMENT AND PAYMENT

PS MK 8.1 BASIC PRINCIPLES

Replace the second sentence of sub clause MK 8.1.1 with the following:

“Deductions will be made for catchpits, etc.”

Add the following to sub clause MK 8.1.1:

“The rate must include the provision of expansion joints as specified.”

MK 8.2 LISTED ITEMS

PS MK 8.2.14 Street name- and transition kerbs Unit : Number

The unit rate as for sub clause MK 8.2.1 (b) is applicable mutatis mutandis.

PART C 4:

SITE INFORMATION

C 4.1 Scope

**C 4.2 Subsoil Investigations, Borehole
Records and Test Results**

**C 4.3 Information about Piped and
Other Services Below the Surface
of the Site**

SITE INFORMATION

C 4.1 SCOPE

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings has been included in this section and interpretation is a matter for the Tenderers.

Work will be executed in a residential area and the Contractor will take **all** necessary steps to ensure the safety of people, animals and/or property.

C 4.2 SUBSOIL INVESTIGATIONS, BOREHOLE RECORDS AND TEST RESULTS

No geotechnical information is supplied with this document. It is the responsibility of the Tenderers to dig trial holes if deemed necessary along with the written approval from the local authorities and landowners where applicable prior to investigation.

C 4.3 INFORMATION ABOUT PIPED AND OTHER SERVICES BELOW THE SURFACE OF THE SITE FOR CONTRACTS INVOLVING GROUND WORKS, AND ABOUT HOOK-UP AND BOUNDARY DETAILS FOR CONTRACTS WITH PLANT INTERFACES, IN ADDITION TO ANYTHING ABOUT THE PHYSICAL SITE WHICH IMPACTS UPON THE CONTRACT

All existing services that could be indicated by the Client are shown on the Drawings. The Contractor will however investigate on site with the Engineer to identify any existing services that are not indicated on the Drawings before any work commences in an area.

ANNEXURE A

PROJECT BOARD

ANNEXURE B

OCCUPATIONAL HEALTH

AND SAFETY

SPECIFICATIONS



Project Health and Safety Specification

In terms of Construction Regulations 2014

Project Client

MOSSEL BAY MUNICIPALITY

Description of Project Works

**UPGRADING OF STORM WATER SYSTEMS AND
CONSTRUCTION OF RETAINING WALL**

Project Location

ASLA PARK AND SUNNY SIDE AREA

Preparation Date

FEBRUARY 2022

Project Health and Safety Specification developed by:

Safe Working Practice
Tel: 0860 111 540
Fax: 086 672 4991
Email: info@safeppractice.co.za



PROJECT HEALTH AND SAFETY SPECIFICATION

TABLE OF CONTENTS

1. Specific Project Information

- 1.1 Introduction and Definitions
- 1.2 Background to the Health and Safety Specification
- 1.3 Purpose of the Health and Safety Specification
- 1.4 Implementation of the Health and Safety Specification
- 1.5 Project Directory
- 1.6 Project Details
- 1.7 Existing Environment
- 1.8 Available Drawings
- 1.9 Project Health and Safety Requirements
- 1.10 Interface and Restrictions by Client
- 1.11 Project Close Out
- 1.12 Safety File Return to Client

2. Further Requirements

- 2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014
- 2.2 Management and Supervision of Construction Work
- 2.3 Notification of Intention to Commence Construction Work
- 2.4 Construction Work Permit
- 2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site
- 2.6 Competency for Contractor's Responsible Persons
- 2.7 Compensation of Occupational Injuries Act 130 of 1993 (COIDA)
- 2.8 Occupational Health and Safety Policy
- 2.9 Health and Safety Organogram
- 2.10 Risk Assessments
- 2.11 Health and Safety Representative(s)
- 2.12 Health and Safety Committee
- 2.13 Medical Certificate of Fitness
- 2.14 Health and Safety Training
 - 2.14.1 Induction
 - 2.14.2 Awareness
- 2.15 Competency
- 2.16 General Record Keeping
- 2.17 General Inspection, Monitoring and Reporting
- 2.18 Emergency Procedures
- 2.19 First Aid Box and First Aid Equipment
- 2.20 Accident / Incident Reporting and Investigation
- 2.21 Hazards and Potential Situations
- 2.22 Occupational Health and Safety Signage
- 2.23 Management of Contractors by Principal Contractor
- 2.24 Stacking of Materials
- 2.25 Housekeeping and General Safeguarding on Construction Sites
- 2.26 Construction Vehicles and Mobile Plant
- 2.27 Electrical Installations and Machinery on Construction Sites
- 2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites
- 2.29 Water Environments



2.30	Fire Precautions on Construction Sites
2.31	Construction Employees' Facilities
2.32	Fall Protection
2.33	Temporary Works
2.34	Excavation
2.35	Demolition Work
2.36	Tunnelling
2.37	Scaffolding
2.38	Bulk Mixing Plant
2.39	Rope Access Work
2.40	Hazardous Chemical Substances (HCS)
2.41	Noise Induced Hearing Loss
2.42	Explosives and Blasting
2.43	Personal Protective Equipment (PPE)
2.44	Asbestos
2.45	Pressure Vessels (Including Gas Bottles)
2.46	Fire Extinguishers and Fire Fighting Equipment
2.47	Lifting Machinery and Tackle
2.48	Ladders and Ladder Work
2.49	General Machinery
2.50	Portable Electrical Tools
2.51	High Voltage Electrical Equipment
2.52	Public Health and Safety
2.53	Night Work
2.54	Environmental Conditions and Flora and Fauna
2.55	Occupational Health
2.56	Suspended Platforms
2.57	Material Hoists
2.58	Explosive Actuating Fastening Devices
2.59	Confined Spaces
2.60	Alcohol and Drugs
2.61	COVID-19
2.62	General Practices when Working at Heights
2.63	Traffic Accommodation
2.64	Ventilation and Lighting in the Work Place
2.65	Nuclear Density Gauge (Troxler)
2.66	Ergonomics Regulation of 2019
Annexure A	Requirements for the Safety Plan Assessment
Annexure B	Legal Appointments
Annexure C	Baseline Risk Assessment
Annexure D	Baseline Risk Assessment for Project – COVID-19
Annexure E	COVID-19 Site Safety Signage
Annexure F	Guidelines to Health and Safety Bill of Quantities
Annexure G	Safety Specification and Baseline Risk Assessment Issue Register



1.0 SPECIFIC PROJECT INFORMATION

1. 1 INTRODUCTION AND DEFINITIONS
--

THE REQUIREMENTS OF THE CONSTRUCTION REGULATIONS 2014 (AND GUIDANCE NOTES OF 2017) HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE REGULATIONS PLACE LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THE REGULATIONS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND OTHER ASSOCIATED HEALTH AND SAFETY REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

PLEASE NOTE THAT THE TERMS "CONTRACTOR" AND "PRINCIPAL CONTRACTOR" HAVE THE SAME MEANING AS THAT IN THE CONSTRUCTION REGULATIONS AND ARE USED INTERCHANGEABLY IN THIS DOCUMENT, I.E., REFERENCES TO "CONTRACTOR" REFER TO PRINCIPAL CONTRACTOR AND/OR CONTRACTOR AS THE REGULATIONS PERTAIN TO THEIR FUNCTIONS.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to work on site. Compliance to the requirements of the Occupational Health and Safety Act 1993 is an additional requirement of this Health and Safety Specification and is part of the Contractor's responsibility. The Client, and/or their agents, will monitor that all Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO SAFETY AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

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

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

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

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

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

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

"construction site" means a workplace where construction work is being performed;



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

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with -

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

"construction work permit" means a document issued in terms of regulation 3;

"contractor" means an employer who performs construction work;

Note:

a) Includes organisations and or self-employed person that contracts with a client, principal contractor, or a contractor to carry out construction work.

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

"design" in relation to any structure, includes drawings, calculations, design details and specifications;

"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; or
- designs temporary work, including its components;
- 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; or
- an interior designer, shop-fitter, or landscape architect;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data, and methods to design in order to optimise human well-being and overall system performance;

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

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

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment;

"falsework" means a combined system of formwork and support work;

"formwork" means temporary or permanent shutters used to form wet concrete into elements of a structure, and includes both horizontally and vertically placed shutters;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;



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

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

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

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

"health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification;

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

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

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

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

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

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

"principal contractor" means an employer appointed by the Client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

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

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

"structure" means-

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



"support work" means the temporary structure erected to support the formwork before the casting of a concrete element of a structure.

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

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings, and reports):

Tender documents Drawings

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION
--

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents, and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has arranged for the preparation of this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

Failure to comply with the requirements of this Safety Specification will result in severe sanction and the severity of the sanction will depend on the severity of the noncompliance.



The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will arrange for Health and Safety audits to be conducted on site on their behalf to monitor health and safety compliance by contractors.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Safety Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards, and expectations that the contractor must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities. Please note that a detailed OHS bill of quantities must be provided by the contractor on all Construction Work Permit projects. The Bill of Quantities will form part of the Construction Work Permit application presented to Department of Labour for approval.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with other Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all Contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client (or their appointed safety agent) prior to commencement with construction work.



1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to “definitions” section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to “Client” will apply to their appointed “Safety Agent”, where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented, and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the Client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor’s safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor’s health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor’s health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the Client requires additional work to be performed as a result of a design change or error in construction due to the actions of the Client, the Client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the Client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Client has appointed a Safety Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.



1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to "definitions" section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.



1.5 PROJECT DIRECTORY		
Project Client	Mossel Bay Municipality Private Bag X25 Mossel Bay 6500	Tel: 044 606 5000
Contact Person	Gert Pieterse	
Project Manager	V3 Consulting Engineers (Pty) Ltd Unit 1B 4 Mascador Street Mossel Bay 6506	Tel: 044 691 2305
Contact Person	Dean Jacobs	e-mail: dean.jacobs@v3consulting.co.za
Consulting Engineer	V3 Consulting Engineers (Pty) Ltd Unit 1B 4 Mascador Street Mossel Bay 6506	Tel: 044 691 2305
Contact Person	Dean Jacobs	e-mail: dean.jacobs@v3consulting.co.za
Construction Safety Agent	Safe Working Practice 18 A.Castanea str Danabaai 6010	Tel: 044 695 0533
Contact Person	Stiaan Burger	e-mail: stiaan@safepractice.co.za Cell: 061 485 5807

OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work WESTERN CAPE – Fezeka Ngalo	Tel: 021 441 8158 e-mail: fezeka.ngalo@labour.gov.za Cell: 083 365 0681
Department of Labour Mossel Bay Shoprite Building Cnr Church & Marsh Streets Mossel Bay, 6506	Tel: 044 691 1140



Telecommunications Company: Telkom, Fault reporting and Repairs Centre	Tel: 10211
Water Company: Mossel Bay Municipality 101 Marsh Street Mossel Bay	Tel: 044 606 5073 Fax: 044 606 5062 e-mail: admin@mosselbay.gov.za Tel: 086 003 7566
Electricity Company: Mossel Bay Municipality 101 Marsh Street Mossel Bay Eskom	Tel: 044 606 5073 Fax: 044 606 5062 e-mail: admin@mosselbay.gov.za Tel: 086 003 7566
COVID-19 Hotlines National Coronavirus Hotline Provincial Coronavirus Hotline	Tel: 0800 029 999 Tel: 021 928 4102

1.6 PROJECT DETAILS
Description of Works This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. <ul style="list-style-type: none">• Upgrading of storm water systems• Improvement of storm water network• Replacement of existing retaining wall
Anticipated Construction Duration 3 Months
Provisional Start Date April 2022
Provisional Completion Date July 2022
Construction Work Permit Required for the Project? N/A



1.7 EXISTING ENVIRONMENT

Hazards particular to this project by virtue of location:

- Between residential areas.
- Members of public, site visitors and especially children may have interaction with construction. Securing work areas against unauthorised access.
- Vehicular and pedestrian traffic present in road leading to site.
- Limited space available for site yard, storage containers, site offices, material storage and lay down areas.
- Organizing, use and maintenance of traffic and haul roads.
- Replacing of damage/stolen warning signs, barricading material and demarcation netting.
- Controlling of dust, mud and noise pollution on site and public roads.
- Carting away excavated material to dumping site, if required.
- Keeping excavations free of water during rainy season.

Overhead, Above Ground and Underground Services crossing the site:

Overhead: Yes

Underground: Yes

Ground level: Yes

Service Drawings available: Yes

Wayleaves required: The Contractor will be required to obtain way leaves from the required authorities in order to do construction work within the area of the existing services. The Contractor shall abide by the health and safety conditions imposed by any way leaves, permissions or permits

Permits required: Yes, permit to dig, permit to enter excavations and enter confined spaces

Isolations required: Yes, as required

Existing structures on site and surrounding land use (with a significant impact on Health & Safety):

This project will take place in a residential area and informal settlement surrounded by housing.

Existing ground conditions and ground survey report:

A geotechnical report that was conducted on the site area is included in this document. Refer to tender document.

Existing Traffic Systems

Condition: Tare Road surface

Restrictions to access: Access to site must be monitored, all visitors must report to the site office. Sites will be access from Anda Street in ASLA Park, Sampson Street in East Ridge and Papawer Street in New Sunnyside.

Speed restrictions: 40 km/h



1.8 AVAILABLE DRAWINGS

Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

Significant health and safety hazards identified by Client, Designer and Safety Agent:

1. Members of public.
2. Fencing/demarcating work areas and lay down area for storage of material and equipment.
3. Barricading of excavations to be in place between works and members of public to prevent unauthorised access of site/material/equipment.
4. The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer.
5. The Contractor shall locate suitable sites, off site, for the disposal of cleared vegetation, rubble, unsuitable material, or surplus material. The Contractor shall inform the Engineer of any site he proposes to use.
6. The Works are in an environmentally sensitive area and within the residential areas of Mossel Bay. The contractor shall, therefore, on a day-to-day basis, keep the area of the Works in a condition acceptable to the Engineer.
7. No fires may be lit except at places approved by the Engineer. The Contractor shall ensure that the fire hazard on and near the site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out.
7. Security of site, site yard, material, equipment and mobile plant is of great importance. The Contractor shall take all necessary steps to prevent damage to or the theft of any materials on site provide sufficient security after hours and weekend as to safeguard site and site yard against any unauthorised entry.
9. The Contractor shall conduct his business in a safe and responsible manner and take measures as far as is reasonably practical to ensure that persons other than that employed by him, who may be directly affected by his work activities are not exposed to hazards to their health and safety
10. Preventing theft and vandalism of warning signs and barricading material.

Confined Spaces

Contaminated Land

COVID-19

Demolition

Excavations

Fire

Flammable Liquids / Gas

Hazardous Substances

Members of Public

Overhead Services (Working near)

Road Working – in or next to (including Traffic Management)

Snakes

Underground Services

Working at Height



Working with Effluent

Other construction hazards that the contractor can reasonably expect are as follows:

Asphalting
Bricklaying
Brush cutting
Compacting and Filling
Compactor Operations
Cutting Kerbs
Cutting Off Disc
Electric Tools and Electrical Installations
Hand tools
Kerb Laying
Lifting Operations
Manhole Rings and Pipes Storage
Manual Handling of General Items
Noise and Dust
Painting
Paving (Laying)
Plant/Vehicle and Equipment Operation
Plastering
Precast Slab / Unit Laying and Fixing
Road Construction
Road Marking
Site Strip
Steel Erection
Steel Fixing
Troxler Use
Working at Height (excluding scaffold)

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these hazards and risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY & COVID-19)

1. Site establishment
2. Fall protection and procedures to eliminate fall risks.
3. Working inside confined spaces (manholes)
4. Traffic management and traffic accommodation
5. Dealing with members from the public
6. Dust control and means for dust suppression.
7. Rehabilitation of site, site yard and material lay down areas at completion of construction work.
8. Waste management and disposal



ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig: Yes, where needed

Permit to Enter Excavations: Yes, where needed

Road Works Permit: N/A

Permit to Work with Electricity: Yes, where needed

Confined Space Permit: Yes, where needed

Hot Works Permit: Yes, where needed

Permit to Work under Power Lines: N/A

Blasting: N/A

Client issued permit for work in restricted areas: Yes, where needed

Temporary Works: Yes

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and nonconformances reported by the Safety Officer to the Contractor's management team. All nonconformances identified by the Safety Officer and client's safety agent must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

Please note that as from 7th August 2018 the safety officer must be professionally registered with the SACPCMP. Proof of registration with the SACPCMP must be provided.

If registered as a Candidate proof of mentorship and weekly visits by mentor must be available on site.

The requirement for this site is that a full time Safety Officer be appointed by the Contractor.

MEDICAL CERTIFICATE OF FITNESS (ANNEXURE 3)

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate competent person must be appointed by the principal contractor. Proof of an all-inclusive assessment by the Principal Contractor of the Construction Manager's Competency in construction management and health and safety competency must be available in the Safety File.

The Construction Manager, Alternate Construction Managers, Assistant Construction Managers, and designated construction supervisor/s must, as a minimum, have training in Legal Liability, Construction Regulation 2014 and the OHS Act and Regulations.

TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION

The Traffic Management Plan must be approved by the Project Manager and, as required, the Traffic Chief as per the National Road Traffic Act, No. 93 of 1996. The Traffic Safety Officer must have training as per Unit Standard 14561 or similar.



ENVIRONMENTAL CONDITIONS

Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain, lightning and wind. The open nature of the site works will not preclude any of the above.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC.

Access to site by Construction Vehicles: The sites is in a informal settlement in the ASLA Park area and will be accessible from numerous roads including Anda Street, Sampson Street and Papawer Street.

Access to site by Construction Workers and Visitors: The sites is in an informal settlement in the ASLA Park area and will be accessible from numerous roads including Anda Street, Sampson Street and Papawer Street.

All service providers must sign a 37.2 Mandatory Agreement and must be inducted before they can be allowed on site.

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD, INCLUDING FOR COVID-19

Site camp location and set up

- **Restrictions / requirements:** }
}
- **Storage areas:** } Contractor to advise in consultation
} with Engineer / Professional Team
- **Security:** }
}

Ablutions and Welfare Arrangements

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Toilets should be provided with built in facilities for hand washing. Please note further that COVID-19 control measures form an important part of ablutions provision on site ref soap and water/hand sanitiser, signage, etc:

- **Toilets:** }
}
- **Washing facilities:** } Contractor to provide as per Regulations
}
- **Drinking Water:** }
}
- **Shelter:** } Contractor to provide as per Regulations
}
- **Showers:** }
}

Mobile site facilities requirements:

A camping toilet/mobile toilet will be required for sites that cannot facilitate a permanent location for ablation units and must be available for each gender per location.

The use of a camping toilet must be prepared and setup correctly with additional anchors and available toiletries prior to each working day and to be first priority when changing location of works along a set working path.

Teams are to ensure that the toilets are cleaned correctly and suitable for easy and hygienic uses and recorded on a daily register.



PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminates at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that construction sites in built up areas adjacent to public walkway must be fenced off and have controlled access points with the correct signs to indicate the site office for any relevant enquiries.

Warning Notices: Required warning signs and notices to be conspicuously displayed on site and entrance to site and site yard. Warning signs to be maintained as required.

Lookouts: Flag persons to guide/control/assist delivery, service provider's vehicles and haul trucks.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes

Safety Harnesses: Yes, where needed

Hard Hats: Yes, where needed

Reflective Vests: Yes

Goggles / gloves / ear defenders / respiratory protection: Yes, where needed

Safety Footwear: Yes

Specialist Equipment (e.g. for confined Spaces): Yes, where needed

COVID-19 PPE: Yes

Disposable Gloves: Yes

Disposable Overall: Yes

Respiratory Protection (i.e. any face mask endorsed by Department of Labour): Yes

Eye Protection (i.e. goggles or face shield that fully covers the front and side of the face):
Yes



HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

- Petrol
- Diesel
- Oil
- Cement
- Lime
- Bitumen
- Paint

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:

- Roads at rear and leading to the site will stay open and be used for the duration of construction work.
- Members of public and visitors will have interaction with construction.
- Residents and business owners of existing houses and businesses making use of existing road.
- Members of public entering site and work areas.
- Service providers and delivery vehicles will need to enter the site.

The following Client safety rules and/or requirements are to be observed:

- All workers to receive health and safety induction training prior to commencement of work on site.
- All visitors to site to undergo health and safety induction training pertaining to hazards prevalent on site at time of entry.
- Visitors to have and wear the required personal protective equipment when on site.
- All workers to be informed, instructed and trained by competent person regarding any hazard and the related work procedures and or control measures before commencing with work and thereafter at times as determined in the risk assessment review and monitoring plan of the relevant site.
- Other safety rules and requirements to be advised at induction.
- Community liaison officer (CLO) to be appointed and assist the contractor.
- Contractor to keep record at all times of employee's and visitor's induction training attendance.

Warning Notices: Construction warning signage must be prominently displayed to avoid unauthorised access to site and to warn of dangers associated with construction works.

Danger areas need to be demarcated efficiently. Danger tape is not sufficient. The Contractor shall exercise strict control over all personnel and compliance to the OHS Act requirements.

Non-compliance this regards can lead to contractual consequences. Personnel found non-compliant will face disciplinary action by the contractor and may lead to dismissals. The contractor has the duty to enforce all legal requirements in accordance with the OHS act.

Dust Control: Considering current water restrictions in the Mossel Bay area, means implemented by the contractor to prevent and or to keep dust generated during construction activities to the bare minimum is of utmost importance: The means of dust suppression used to include but not be limited to:



- Adequate covering of stockpiled granular material on site, site yard and any material lay down area, including daily maintenance of covering material.
- Water spraying during extensive earthworks to create platforms will be required.
- Adequate covering of stockpiles of material on site.
- Covering of offloaded material on site and wetting of platform and layer works during placement and compaction will be a very necessary requirement to prevent dust pollution.
- Building sand must be contained and be prevented from being blown onto the existing neighbours houses.
- Excess material from a platform cut will be stockpiled and can cause dust pollution. Such material cannot be re-used for founding and should be removed off site as soon as financially viable for the contractor to prevent dust pollution.
- The possibility is there that a Bulk mixing plant can be set-up on site which will also increase the likelihood of stockpiled granular material for concrete mixing.

Restrictions on times, access or other restrictions by Client

Please refer to tender document.

Other restrictions may be advised at induction.

The contractor must schedule and conduct his work activities in such a manner with the least interruption to traffic.

Take measures as to ensure safety of pedestrian, employee and vehicular traffic on site, adjacent to site and in road.

Contractor only to conduct work after hours, over weekend and on public holidays with the permission of the client/engineer.

As far as reasonably practical the contractor must ensure that trench excavations are back filled and levelled by the end of day.

1.11 Project Close Out

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project. All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated Health and Safety close out file requirements include:

- Health and safety specification (most recent version)
- Principal Contractor's health and safety plan/s
- Site safety organograms
- Legal appointments
- Notification to Department of Labour of commencement of work / Construction Work Permit
- Workman's Compensation Letters of Good Standing for the project
- Full safety files for all contractors as well as their close out reports
- List of all contractors who worked on site
- Letters of safety plan approval of contractors by the Principal Contractor
- Mandatory agreements (section 37.2 agreements)



- Incident and accident records / Occupational Disease records
- Contractor Nonconformance records
- Safety agent's audit reports
- Safety Officer reports
- Method Statements
- Risk assessments
- Safe work procedures
- Medical surveillance certificates of fitness. Medical records are to be kept according to the Occupational Health and Safety Act, as amended.
- All temporary works drawings (suspended beams/scaffolds, etc.)
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts, etc.)
- Detailed registers of all material used
- Copies of all Checklists completed

1.12 SAFETY FILE RETURN TO CLIENT

The consolidated Health and Safety Files for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either hard copy or electronic format.



2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Client's documented health and safety specifications, *which* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
 - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - appoint each contractor in writing for the part of the project on the construction site
 - take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
 - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
 - stop any contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the Client, or the Client's Safety Agent;



- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor.

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 health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).



2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H & S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course. No contractors may be left unsupervised on site by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the Client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. Proof of all-inclusive assessment of the Construction Supervisor's competency in construction supervision and H&S competency must be available in the Safety File. The Construction Supervisor must, as a minimum, have a supervision course as per Unit Standard 262845 (Civil Engineering), 119080 (Building Construction) and 262884 (Civil Engineering).

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.



2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

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

If the construction work involves construction of a single storey dwelling for a Client, and such Client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit/ Not Applicable to this project

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work on projects that will –

1. exceed 365 days and will involve more than 3600 person days of construction work; or
2. the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.
 - Grade 7 = R60 000 000
 - Grade 8 = R 200 000 000
 - Grade 9 = No limit

A client may appoint a Construction Health and Safety Agent or Construction Health and Safety Manager to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractor's safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

A client may appoint a Construction Health and Safety Agent, or Construction Health and Safety Manager based on the scope and risk profile of construction work to represent him/her on matters of health and safety. Provided that, where the question arises as to whether a Construction Health Safety Agent or a Construction Health and Safety Manager is necessary, the decision of an inspector is decisive.

The following minimum documentation will be required during the permit application process:

- Principal Contractor's Health and Safety Plan CR 5(1)(m)
- Baseline Risk Assessment CR 5(1)(a)
- Appointed Principal Contractor's Letter for Good Standing as per CR 5(1)(j)
- Issue Register signed by Designer CR 5 (1)(c)
- Issue Register signed by Principal Contractor
- Declaration signed by Designer CR 5(1)(d) and CV
- Principal Contractor made adequate provision for the cost of health and safety measures (Bill of Quantities) CR 5(1)(g)
- Proof of Principal Contractor's competency and resources to carry out the construction work safely CR 5(1)(h)
- Appointment Letter for Construction Manager, CV, Certificates and List of projects
- Appointment Letter of Safety Officer & Safety Officer's Registration for SACPCMP



- Principal Contractor's Appointment Letter CR 5(1)(k), Company Profile and CIDB grading

After approval of the Construction Work Permit any changes made to the appointed persons on the annexure 1 must be submitted to Department of Labour for approval before the appointed persons are allowed to commence with their tasks.

PLEASE NOTE THAT THE CONSTRUCTION MANAGER (8(1)) NAMED ON THE CONSTRUCTION WORK PERMIT MUST BE THE SAME PERSON THAT ACTS AS THE CONSTRUCTION MANAGER ON SITE. IF THIS WILL NOT BE THE CASE FOR SOME REASON THEN THE SAFETY AGENT MUST BE NOTIFIED OF THE CHANGE BY THE PRINCIPAL CONTRACTOR AT LEAST 7 DAYS BEFORE THE CHANGE IS MADE SO THAT THE SAFETY AGENT CAN AMEND THE CONSTRUCTION WORK PERMIT APPLICATION AND ADVISE THE DEPARTMENT OF EMPLOYMENT AND LABOUR ACCORDINGLY.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

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

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The Policy must be communicated to all employees and proof thereof must be available in the Safety File.

2.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.



2.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Client, Client's Safety Agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors, and Contractors;



- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The Safety Representative(s) must be democratically nominated, elected, and appointed in writing. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. The Safety Representative(s) shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents, and non-conformances. The Safety Representative(s) must be (a) full time employee(s) who is/are acquainted with conditions and activities at that workplace or section thereof. The Safety Representatives must have Safety Representative training and must be capable of performing their duties.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

PLEASE NOTE THAT THE SAFETY AGENT MAY REQUIRE THAT THE PRINCIPAL CONTRACTOR CONVENES A SAFETY COMMITTEE MEETING ON SITE IN THE INTERESTS OF HEALTH AND SAFETY ON SITE. SUCH COMMITTEE MEETING MAY REQUIRE ATTENDANCE OF CONTRACTORS SAFETY OFFICERS/SAFETY REPRESENTATIVES, CONSTRUCTION SUPERVISION AND THE SAFETY AGENT.

2.13 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.



2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.

2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence. All training must be conducted by an accredited training provider and the certificates must display the applicable unit standards and the expiry dates thereof.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training, etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

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

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

- First Aid box/es must be adequately stocked at all times, accessible and be controlled by a qualified First Aider.
- Perishables to be checked and replaced when expired.
- Stock per content list as per the General Safety Regulations Annexure.
- Signage to be in place.
- To be numbered and sealed with name of first aider on or above the First aid box.



- Dressing logbook to be available in the first aid box.
- If more than 5 employees are present, there must be a first aid box available.
- Register to be checked by a Competent person.

If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record, and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 dB; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage. Signage must comply with the requirements of SABS.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;



- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (2.5 – 4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set,



- and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are be fitted with amber rotating beacons and reverse alarms.
- ALL construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied, or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids



- proper containers are to be used for fuel. Marked and labelled as per the content.
- diesel on site; more than 800 litres must have a certificate, fire safe certificate. Locked in a ventilated, secure area with a drip tray and have a designated, responsible person to use it.

2.29 Water environments/ Not Applicable to this project

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for –

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

2.30 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids, and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - only suitably protected electrical installations and equipment, including portable lights, are used;
 - there are no flames or similar means of ignition;
 - there are conspicuous notices prohibiting smoking;
 - oily rags, waste, and other substances liable to ignite are without delay removed to a safe place; and
 - adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting, and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- Toilets to be within walking distance
- Hygiene registers to be completed



- Proof of safe disposal of effluent waste disposal certificates to be obtained
- changing facilities for each sex;
- and sheltered/shaded eating area.
- Protection from the Elements and raised off the ground.
- Every employer shall provide sanitary facilities at the workplace in accordance with the provisions of Parts F, P and Q of the National Building Regulations.
- Sufficient clean water for all employees. 500ml to each employee every hour.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing, and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 Temporary works/ Not Applicable to this project

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that



may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;

- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the Client, the Client's Safety Agent, or any employee;
- all persons required to erect, move, or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
 - secure any deck panels against displacement; and
 - prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing, or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-



- the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- such an excavation is in stable material: Provided that-
 - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six metres from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
- must ensure that every excavation, including all bracing and shoring, is inspected-
 - daily, prior to the commencement of each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after damage to supports; and
 - after rain,by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the Client, the Client's Safety Agent, any other contractor or any employee;
- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
 - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosive's legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.



2.35 Demolition Work

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

During a demolition, the competent person contemplated in above must check the structural integrity of the structure at intervals determined in the method statement contemplated in above, in order to avoid any premature collapses.

A contractor who performs demolition work must with regard to a structure being demolished, take steps to ensure that-

- no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
- all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
- precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- ensure that no person works under overhanging material or a structure which has not been adequately supported, shored, or braced;
- ensure that any support, shoring, or bracing contemplated above, is designed and constructed so that it is strong enough to support the overhanging material;
- where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
- ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
- cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under or fence off the danger areas if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

A contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

No person may dispose of waste and debris from a high place by a chute unless the chute-

- is adequately constructed and rigidly fastened;
- if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- where necessary, is fitted with a gate at the bottom end to control the flow of material; and discharges into a container or an enclosed area surrounded by barriers.

A contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.



A contractor must ensure that no equipment is used on floors or working surfaces unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Abatement Regulations, 2020.

Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001.

Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

2.36 Tunnelling/ Not Applicable to this project

No person may enter a tunnel which has a height dimension of less than 800 mm.

2.37 Scaffolding/ Not Applicable to this project

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work as per the SANS 10085 of 2004.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act and SANS 10085. Scaffold must be;

- Level and balanced upon the correct footing such as base jacks, U-Jacks, and mobile wheels
- Have the correct Ledgers and bracing methods to secure the frames and Standards
- To be fully boarded with the correct edge protection on both the 0.500m and 1 metre height per working platforms.
- Working platforms to be in accordance with the Tables 4 and 5 of the SANS 10085 for weight restrictions
- Have the correct access that is fitted within the scaffold and grants access to the working platforms and must be fitted with a trap door system.
- Secured with fastening methods such Reveal and fixed ties according to table 7 of SANS 10085. Buttresses to be used when required.
- signage must be displayed to indicate if the scaffold is safe or unsafe to use.
- Trestles to be built in accordance to section 10.16.1 of the SANS 10085 and safety requirements to be met by the scaffolding inspector and scaffold supervisors on site.

2.38 Bulk mixing plant/ Not Applicable to this project

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant unless that person is competent to operate a bulk mixing plant.



A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the Client, the Client's Safety Agent, or any employee.

2.39 Rope Access Work/ Not Applicable to this project

A contractor must –

- appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
- ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
- ensure that all rope access operators are competent and licensed to carry out their work.

No contractor may use or allow the use of rope access work unless –

- the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
- he or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

A contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees



- Limiting the period of exposure
- Substituting the HCS
- Using engineering controls
- Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
 - Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting/ Not Applicable to this project

The Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a specialist contractor or a Contractor with proven track record in the type of work to be performed.

The Contractor may only use explosives for work purposes where the following conditions in place:

- Explosives Regulations to be complied with in all respects.
- Contractor must be in possession of a Blasting Licence
- Blasting permit to be obtained
- Permit to transport explosives to be obtained
- Method statement to be drawn up and approved by professional team
- Municipal authorities may require advance notice of planned use of explosives
- Contractor must notify Provincial Director of Department of Labour on Annexure 2 at least 7 days prior to blasting taking place
- Contractor must have Workman's Compensation and appropriate insurances in place



2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision to keep adequate quantities of appropriate, SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos/ Not Applicable to this project

The Contractor shall ensure that all asbestos work is done only by registered "Asbestos Contractor" as prescribed by the Asbestos Abatement Regulations, 2020. The Contractor shall submit an Asbestos Certificate from Department of Labour which refer to the prescribed requirements. The Contractor shall notify The Client if there are any asbestos materials to be used on site.

"asbestos clearance certificate" means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator;

"type 1 asbestos work" means:

(a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or

(b) the removal of less than 10 square metres of asbestos cement products or equivalent gutters and piping or asbestos insulating board, where removal work may not be repeated on the same site within a period of six months; and does not require registration as a registered asbestos contractor with the chief inspector;

"type 2 asbestos work" means:

(a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or

(b) the removal of asbestos cement products or asbestos insulating board; and, requires registration as a type 2 registered asbestos contractor with the chief inspector;

"type 3 asbestos work" means:

(a) the removal, repair or encapsulation of any asbestos and asbestos-containing material; and, requires registration as a type 3 registered asbestos contractor with the chief inspector;

Besides the requirements listed above, should asbestos be identified as a hazard at the workplace, the contractor must, as per AAR 2020, include the following in the health and safety plan/file and must be implemented on site:

- An asbestos risk assessment must be carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.
- If asbestos-containing materials are identified a written asbestos management plan for the workplace must be prepared by a competent person.
- Train Employees, visitors and persons who may have incidental asbestos exposure to asbestos.
- The Chief Director: Provincial Operations must be notified as per the Annexure 2 when asbestos work will be done, at least seven days prior to commencement of work.
- The contractor may only undertake the type of asbestos work for which they are registered by the chief inspector.
- Must appoint an occupational health and safety representative as contemplated in section 17 of the Act.
- Submit the approved plan of work to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work.
- Appoint an asbestos removal supervisor for each asbestos work site.



- Adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work.
- Ensure that the employee medical and training records are available on site for inspection and validation.
- Keep employee information for a minimum period of 50 years.
- For type 2 and type 3 asbestos work, ensure that air monitoring is in place.
- All asbestos contractor employees must be put under medical surveillance.
- Close off all asbestos containing or affected areas.
- The contractor must provide the required PPE, washing facilities and decontamination facilities as per the type of asbestos work.
- A document must be obtained from the asbestos disposal site for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose
- When all asbestos is removed an inspection must be done by and approved inspection authority and an asbestos clearance certificate issued.
- Comply with the Prohibitions in regulation 24.

2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure vessels to have the following in place;
 - Service date
 - Seals on valves with no leaks and not broken
 - flash arrestors
 - Should be stored and chained together
 - Oxygen / Acetylene bottles to have clips
 - Signage to be visible
 - Gauges in working condition and be visible
 - Permits for use
 - Pressure equip Regs 6. (1) The user shall ensure that the pressure equipment is operated and maintained within its design and operating parameters.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing is carried out
- Records are kept of inspections and of service certificates
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation



- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use
- Forklift to be inspected every year and lift plan every 2 years
- Load test certificate to be no older than 6 months
- Sufficient props to be used and max weight to be displayed
- Slings to be checked with regard to integrity, chains, serial numbers, checked for tears, cuts links and all other materials
- Hooks to be oiled, not in a fixed position and closed to prevent materials from slipping/falling off
- Lifting equipment must be used for the scope of work carried out

2.48 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply 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 that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 High Voltage Electrical Equipment/ Not Applicable to this project

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work/ Not Applicable to this project

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.



2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are quite common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms/ Not Applicable to this project

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless-

- the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer, or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated above and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the-
 - appointment of the competent person;
 - competency of erectors, operators, and inspectors;
 - operational design calculations, which must comply with the requirements of the system design certificate;
 - performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out; and
 - procedures for and records of maintenance work having been carried out.



A contractor making use of a suspended platform system must submit a copy of the certificate of system design, including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

A contractor must submit a copy of the certificate of system design as per regulations for every new project.

A contractor must ensure that the outriggers of each suspended platform-

- are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
- have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that-

- the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- the machinery referred to above is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform-

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
- is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing-
 - the maximum mass load;
 - the maximum number of persons; and
 - the maximum total mass load, including load and persons, which the suspended platform can carry.

A contractor must cause-

- the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with manufacturer's specification;
- the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- the performance test contemplated above to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
- the performance test contemplated above of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110% of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.

A contractor must cause every hoisting rope, hook or other load-attaching device which forms part of the



suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

A contractor must ensure that the suspended platform supervisor or the suspended platform inspector carries out a daily inspection of all the equipment prior to use, including establishing whether –

- all connection bolts are secure;
- all safety devices are functioning;
- all safety devices are not tampered with or vandalized;
- the total maximum mass load of the platform is not exceeded;
- the occupants in the suspended platform are using body harnesses which have been properly attached;
- there are no visible signs of damage to the equipment; and
- all reported operating problems have been attended to.

A contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the Client, the Client's Safety Agent, or any employee upon request.

A contractor must ensure that all employees required to work or to be supported on a suspended platform are –

- medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
- competent in conducting work related to suspended platforms safely;
- trained or received training, which includes at least-
 - how to access and egress the suspended platform safely;
 - how to correctly operate the controls and safety devices of the equipment;
 - information on the dangers related to the misuse of safety devices; and
 - information on the procedures to be followed in the case of-
 - an emergency;
 - the malfunctioning of equipment; and
 - the discovery of a suspected defect in the equipment; and
 - instructions on the proper use of body harnesses.

A contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan, and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.

A contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

2.57 Material Hoists/ Not Applicable to this project

A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.

A contractor must ensure that the tower of every material hoist is –

- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and



- provided with a door or gate at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause -

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

No contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.

A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

A contractor of a material hoist may not require or permit any person to operate a hoist unless the person is competent in the operation of that hoist.

No contractor may require or permit any person to ride on a material hoist.

A contractor must ensure that every material hoist-

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- is properly maintained and the maintenance records in this regard are kept on site.

2.58 Explosive Actuated Fastening Device/ Not Applicable to this project

No contractor may use or permit any person to use an explosive actuated fastening device, unless-

- the user is provided with and uses suitable protective equipment;
- the user is trained in the operation, maintenance and use of such a device
- the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- the firing mechanism is so designed that the explosive actuated fastening device, will not function unless-
 - it is held against the surface with a force of at least twice its weight; and
 - the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle.

A contractor must ensure that-

- only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used;
- an explosive actuated fastening device is cleaned and examined daily before use and as often as



may be necessary for its safe operation by a competent person who has been appointed for that purpose;

- the safety devices of an explosive actuated fastening device are in good working order prior to use;
- when not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- an explosive actuated fastening device is not stored in a loaded condition;
- a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
- the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device are-
 - controlled and done in writing by a person having been appointed in writing for that purpose; and
 - recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.

2.59 Confined Spaces

Confined space work must be closely monitored by a competent person appointed by the contractor, to include, but not restricted to, ensuring that the confined space is sufficiently ventilated prior to entry. Oxygen levels to be tested in confined space to ensure that it is safe for entry. Permit system to be in place to declare confined space safe for entry prior to entry. PPE must be worn (such as proper masks) if air supply is insufficient or not of sufficient quality.

Sufficient training must take place in use of all confined space monitoring and access equipment prior to any works commencing in such confined space. It is strongly recommended that a tripod and winch system be in place to afford easy access and egress and for emergency evacuation from the confined space (manholes and chambers). Please also refer to GSR5 on safety requirements for Work in Confined Spaces.

General safety Regulations 5.

(1) An employer or a user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

(2) Where the provisions of sub regulation (1) cannot be complied with the employer or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when-- (a) subject to the provisions of sub regulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and (b) the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

(3) Where the provisions of sub regulation (2)(a) cannot be complied with, the employer or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that—

(a) the provisions of sub regulation (2) (b) are complied with;

(b) any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);



(c) at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any or persons from the confined space, if necessary; and

(d) effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.

(4) An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.

(5) Where the hazardous gas, vapour, dust or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if –

(a) the concentration of the gas, vapour, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapour, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or

(b) such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust or fumes where other work is performed.

2.60 Alcohol and drugs (GSR 2)

1. A contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.

2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.

3. An employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

2.61 COVID-19 (PLEASE NOTE THAT THIS SECTION IS CONSTANTLY UNDER REVIEW)

This section is based on the requirements of Government Gazette No 43257 dated 29th April 2020, and the latest Disaster Management Act 2002.

The importance of the management and control of this virus by contractors on site is paramount.

For this reason no work is permitted on site until the contractor has submitted proposals in their safety plan to the safety agent and professional team on how the risk of COVID-19 transmission on site will be managed by the contractor (monitoring and implementation of control measures through administrative, physical and other control measure).

DEFINITIONS (Disaster management Act of 2002)

‘adequate space’ means not more than one person per one and a half metres of floor space;

‘Alert Level’ means the determination made under sub regulation 3(2);

‘clinical case’ means a patient that presents with clinical signs and symptoms of COVID-19;

‘COVID -19’ means the Novel Coronavirus (2019- nCov2) which is an infectious disease caused by a virus that has previously not been scientifically identified in humans, which emerged during 2019 and was declared a global pandemic by the WHO in 2020;

‘Criminal Procedure Act’ means the Criminal Procedure Act, 1977 (Act No 51 of 1977);



'enforcement officer' includes a member of the South African Police Service, the South African National Defence Force, metro police, traffic officers, immigration inspectors; and a peace officer as defined in section 1 of the Criminal Procedure Act;

'essential services' means the services listed in Annexure D;

'face mask' means a cloth face mask or homemade item that covers the nose and mouth, or another appropriate item to cover the nose and mouth;

'gathering' means any assembly, concourse or procession in or on -
(a) any public road, as defined in the National Road Traffic Act, 1996 (Act No. 93 of 1996); or
(b) any other building, place or premises, including wholly or partly in the open air, and including, but not limited to, any premises or place used for any sporting, entertainment, funeral, recreational, religious, or cultural purposes; but excludes a workplace and a place of residence for those persons ordinarily residing at the residence;

'health protocols' means the COVID-19 health protocols determined by the Director General of Health;

'head of an institution' means the accounting officer of a public institution and the chief executive officer or the equivalent of a chief executive officer of a private institution;

'institution' means any public or private institution, including a sole practitioner and any other business owned and operated by a single person, that is engaged in the supply or distribution of a good or service as set out in the Table 1, or which regulates such supply or distribution, including professional regulatory bodies designated in directions made in terms of regulation 4 of the Regulations;

'isolation' means separating a sick individual with a contagious disease from healthy individuals that are not infected with such disease in a manner that aims to prevent the spreading of infection or contamination;

'national state of disaster' means the national state of disaster declared by Government Notice No. R. 313 of 15 March 2020;

'quarantine' means the restriction of activities or separation of a person, who was or may potentially have been exposed, to COVID-19 and who could potentially spread the disease to other non-exposed persons, to prevent the possible spread of infection or contamination to healthy individuals;

'the Act' means the Disaster Management Act, 2002 (Act No. 57 of 2002); and

'WHO' means the World Health Organisation.

Coronaviruses are a large family of viruses which may cause illness in animals or humans. In humans, several Coronaviruses are known to cause respiratory infections ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). The most recently discovered Coronavirus causes Coronavirus disease COVID-19.

COVID 19 is a viral pandemic that has and is causing a great deal of damage to human health, countries' economies and health systems and has led to lock downs, work stoppages and restriction of movement that threatens the existence of many jobs, as well as the way we conduct our normal working and social lives.

In response to the pandemic the government has passed legislation and guidance for employers and employees in the work environment.



People can catch COVID-19 from others who have the virus. The disease can spread from person to person through small droplets from the nose or mouth which are spread when a person with COVID-19 coughs or exhales. These droplets land on objects and surfaces around the person. Other people then catch COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. People can also catch COVID-19 if they breathe in droplets from a person with COVID-19 who coughs out or exhales droplets. This is why it is important to stay more than one meter away from a person who is sick.

Please refer to Annexure A for details on the criteria that must be considered in the contractor's safety plan response.

2.62 General Practices when Working at Heights

- No Homemade structures or ladders will be permitted on the project.
- Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.
- Surroundings to be clear of rubble.
- Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.
- Ladders to be structurally sound and not broken and in accordance to GSR 13A.
- Only competent persons may be allowed to work at heights
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / life lines to be used.
- Anchor points to be in place and determined by an engineer. Anchor points must be pull tested prior to use.
- GSR (6) 6. No employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.
- Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.
- Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.63 Traffic Accommodation

All traffic signs must be displayed as per the traffic management plan drawings.

Size of signs used must be as per the traffic management drawings and all signs to be visible and in good condition.

- Traffic management Plan issued per Road and Traffic act (chapter 13). Must be approved by the Traffic Chief and professional team.
- Plans for signage deployment must be in order and must be placed correctly.
- Traffic management plan must be submitted and must be suitable for the tasks being performed.
- Traffic plan must be implemented and controlled by the sites Traffic safety officer and flag persons.
- Jersey barriers, where used, to be linked.
- No signs to be obstructed.
- STOP/GO structures must be protected against being struck by vehicles (e.g. new jersey barriers)
- Road marking buggies/vehicles must be protected by escort vehicles front and rear.
- Displayed traffic signs must be maintained in a daily register to be checked morning and evenings after works have been finalised.



Night work:

- Signage, traffic accommodation and personnel must be visible (reflective / illuminated).
- Certified, competent traffic officer and flag persons to be used during night operations.

Traffic Safety Officer must check signage daily and Engineer must sign it off daily.

2.64 Ventilation and Lighting in the Work Place

Every employer shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the Schedule to the General Safety Regulations:

Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the Schedule or not, the employer of those employees who perform such work shall ensure that such specialised lighting is available to and is used by such employees.

The Contractor must ensure that:

- the average illuminance at any floor level in a workplace within five meters of a task is not less than one fifth of the average illuminance on that task;
- glare in any workplace is reduced to a level that does not impair vision;
- lighting on rotating machinery in such that the hazard of stroboscopic effects is eliminated; and
- luminaires and lamps are kept clean and, when defective, are replaced or repaired forthwith.

With a view to the emergency evacuation of indoor workplaces without natural lighting or in which persons habitually work at night, every employer shall, in such workplaces, provide emergency sources of lighting which are such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level to enable employees to evacuate such workplaces: Provided that where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance shall be not less than 20 lux.

The contractor must ensure that the emergency sources of lighting prescribed above:

- are capable of being activated within 15 seconds of the failure of the lighting prescribed by subregulation (1);
- will last long enough to ensure the safe evacuation of all indoor workplaces;
- are kept in good working order and tested for efficient operation at intervals of not more than three months; and
- where directional luminaires are installed, these are mounted at a height of not less than two meters above floor level and are not aimed between 10° above and 45° below the horizontal line on which they are installed.

The contractor must ensure that all rooms, stairways, passageways, gangways, basements, and other places where danger may exist through lack of natural light, to be lighted such that it will be safe.

The contractor must ensure that every workplace in his undertaking is ventilated either by natural or mechanical means in such a way that –

- the air breathed by employees does not endanger their safety;
- the time-weighted average concentration of carbon dioxide therein, taken over an eight-hour period, does not exceed one half per cent by volume of air;
- the carbon dioxide content thereof does not at any time exceed three per cent by volume of air;
- the prescribed exposure limits for airborne substances therein are not exceeded; and
- the concentration therein of any explosive or flammable gas, vapour or dust does not exceed the lower explosive limit of that gas, vapour, or dust.



2.65 Nuclear Density Gauge (Troxler)

The use of a Troxler on site must be in line with the SANS 3001 of March 2014. The SANS consists of 5 sections

The in-situ density of road construction materials is only determined in civil engineering using indirect methods such as the nuclear density gauge and sand replacement methods.

This method forms part of a set of methods used to operate nuclear gauges, and includes the following:

- a) administration, handling, and maintenance (see SANS 3001-NG1);
- b) validation of standard calibration blocks (see SANS 3001-NG2);
- c) calibration of a nuclear gauge (see SANS 3001-NG3);
- d) verification of a nuclear gauge (see SANS 3001-NG4);
- e) in situ density determination using a nuclear gauge (see SANS 3001-NG5)

When used Troxlers must be:

- Stored in a dedicated, lockable area and must have a warning signage displayed.
- Must only be transported in a dedicated vehicle with the required signage displayed and by an authorised employee that has been appointed in writing.
- Must have a Troxler Calibration Certificate in place.
- Must have a Troxler Technician Appointment on file and signed and proof of competency within the safety file.

2.66 Ergonomics Regulation of 2019

"competent person" in relation to ergonomics, means a person who– (a) has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and (b) is familiar with the Act and the applicable regulations made under the Act;

"ergonomic risk" means a characteristic or action in the workplace, workplace conditions, or a combination thereof that may impair overall system performance and human well-being;

"ergonomic risk assessment" means a programme, process, or investigation to identify, analyse, evaluate and prioritise any risk from exposure to ergonomic risks associated with the workplace;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data and methods to design in order to optimise human well-being and overall system performance;

The ergonomics regulations will apply to any employer or self-employed person who carries out work at the workplace who may expose any person to an ergonomic risk in the work place and any designer, manufacturer, importer or supplier of machinery, plant, or work systems for the work place.

An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment must be done at intervals not exceeding two years and must include the following;

- a complete hazard identification and all persons who may be affected by the ergonomic risk.
- how employees may be affected by the ergonomic risks;



- the analysis and evaluation of the ergonomic risks;
- the prioritisation of ergonomic risks.

An employer must review the relevant ergonomic risk assessment if:

- such assessment is no longer valid;
- control measures are no longer effective;
- technological or scientific advances allow for more effective control methods;
- there has been a change in –
 - the work methods;
 - the type of work carried out; or
 - the type of equipment used to control the exposure; and
- an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

An employer must ensure that an employee is placed under medical surveillance, which is overseen by an occupational medicine practitioner, if–

- the ergonomic risk assessment referred to in regulation 6 indicates the need for the employee to be placed under medical surveillance; or
- an occupational health practitioner recommends that relevant employees must be under Medical surveillance, in which case the employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.

An employer must ensure that the medical surveillance consists of–

- in the case of a new employee, an initial health examination before the employee commences employment or within 30 days of commencement of such employment;
- a periodic health examination informed by the ergonomic risk assessment, at intervals specified by an occupational medicine practitioner, but not exceeding two years; and
- an exit health examination informed by the ergonomic risk assessment.

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Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.



OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations

Key:

OHSA – Occupational Health and Safety Act, 1993



ANNEXURE A – REQUIREMENTS FOR THE SAFETY PLAN ASSESSMENT (INCLUDING COVID 19 REQUIREMENTS)

The Contractor must note that the information below is pertinent to the compilation of their safety plan response to this site-specific safety specification and it would be preferred if the Safety Plan is written in the order of the assessment documented below.

No	Item	Notes
1	Project Directory	Please state details of Project Client, Project Manager/Principal Agent, Safety Agent, Consulting Engineer, etc. (Name, address, contact details).
2	Contractors Directory	Please indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	Other Parties Directory	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	Project Safety Statement	The Project Safety Statement must be included in the Safety Plan.
5	Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)	Health and Safety standards must be included in the Safety Plan.
6	Project Particulars	Scope of works must be included in the Safety Plan. This is critical.
7	Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials	Please include these items in the plan. The items must be Site Specific, the location of services and services that will be affected must be mentioned.
8	Management Structure for safety on the Project	A structured organogram with names of the responsible people must be included.
9	Appointed Persons, Supervision	The required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	Security Procedures	Please indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	Registers list and inspection frequency	A list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	Design Co-ordination	Please indicate your procedure for implementation of design changes by designer on the project, and the procedures for liaison and implementation of temporary works design on the project.
13	Contractor Co-ordination	Mention must be made of how Contractors will be co-ordinated on site to ensure that they work together and not adversely affected health and safety.



No	Item	Notes
14	Housekeeping, stacking and storage	Housekeeping policies and procedures must be included in the Safety Plan.
15	Waste Disposal Arrangements	Waste disposal arrangements procedures must be included in the Safety Plan.
16	Noise and dust control	Please indicate if any noisy operations (more than 85 decibels) will be carried out and what measures will be used to reduce noise exposure to workforce.
17	Training Requirements	Training requirements must be identified and recorded.
18	Plant and Equipment	A list of plant and equipment to be used on site must be included in the Safety Plan.
19	Safety Monitoring Arrangements	The name, contact details and SACPCMP registration status of the Safety Officer must be included in the Safety Plan. State how often the Safety officer will be on site (note safety specification requirement in section 1.7).
20	Information for Contractors	State how information will be given to Contractors on site.
21	Consultation/communication arrangements with Employees	State how information will be given to employees e.g. notice board.
22	Selection of Contractors Procedures	Principal contractor must state what health and safety procedures they will use to assess the competence and resources of their contractors on site.
23	Activities with risk to Health and Safety (Risk Assessment)	A Baseline Risk Assessment must be included in the Safety Plan, it must address the Risks identified in the Safety Specification as well as the risk of any other hazards that the Principal Contractor is aware of that are relevant to the site.
24	Hazardous Substances	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	First Aid and Medical Procedures	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	Fire and Emergency Procedures	List of emergency telephone numbers must be drawn up and included in the Safety Plan. The position of Fire Extinguishers, Assembly Point location, fire drill frequencies, numbers of fire marshals, etc.
27	Accident and Incident Reporting and investigation	State the Accident and Incident Reporting and investigation procedures of your company.
28	Welfare and Site Facilities	Elaborate on toilets and eating areas, water provision, COVID-19 ablution provision, how will workers be protected during wet weather conditions etc.
29	Site Rules	The Site Rules must be included in the Safety Plan.
30	Personal Protective Equipment	The necessity must be identified by Risk Assessments, the required PPE for site risks and COVID-19 control measures.
31	Health & Safety File arrangements	Please indicate arrangements for the return of the Health and Safety File to the safety agent at the end of the project.



No	Item	Notes
32	Method Statements/Safe System of Works	A list of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities. PLEASE NOTE THAT THIS IS PARTICULARLY RELEVANT FOR COVID-19. NO WORK MAY COMMENCE UNLESS COVID-19 RISKS AND CONTROL MEASURES HAVE BEEN APPROVED BY THE PROFESSIONAL TEAM. REFER TO SECTION 2.61 OF THIS SAFETY SPECIFICATION.
33	Permits and wayleaves	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	Fall Prevention and Protection Plan and Fall Rescue Plan	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	Demolition method statement	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	Confined spaces	The Principal Contractors' procedures for managing access, egress and work in confined spaces must be specified in the Safety Plan. Includes permit procedures, air monitoring, PPE, etc.
37	Safety Representatives and Safety Committees	When a project has more than 20 employees a designated employee must be chosen by the labourers to represent them. A safety committee must be established if 2 or more safety representatives are appointed. Please note Safety Specification requirements regarding this section (section 2.12).
38	Have the significant hazards from the safety specification been addressed?	See section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	Safety File - Safety Policies in File and Signed by 16(1) CEO.	Safety Policies must be signed and explained to employees.
40	Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.	A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	Safety File - Signed copy of the 37.2 Mandatary Agreement	A 37.2 Mandatary Agreement needs to be signed between the Client and the Principal Contractor.
42	Safety File - Appointment letter from Client (as well as 5.1.K)	The Client must appoint the Principal Contractor in writing.
43	Safety File – Notification / Permit	A copy of the Annexure 2 Notification (and proof of submission) to Department of Labour must be available. This can be in the form of a Department stamp, email, or copy of Construction Work Permit.



CONTROL MEASURES THAT MUST BE INCLUDED FOR SAFETY PLAN SUBMISSION PURPOSES:

Issues that must be included by the contractor in their COVID-19 safety plan response should include arrangements for the following (please note that reference to contractors' employees / staff / workers / personnel on site must include control of their (sub)contractors, visitors and suppliers):

Workplace Plan - A plan must be developed by the contractor for the phased in return of employees to site. Please refer to the latest regulations and amendments, all persons who are able to work from home should do so.

Coordination on Site Relating to COVID-19 matters - The contractor must appoint a **manager** to address employees concerns and keep them informed re COVID-19.

Additionally, the contractor must **designate a COVID-19 compliance officer** (required of all industries, businesses, entities, both private and in the public sector). This compliance officer is responsible for overseeing the following:

- implementation of the workplace plan; and adherence to the standards of hygiene and health protocols relating to COVID-19 at the workplace;
- developing a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E of the Disaster Management Act 2002 (as amended April 2020) and be retained for inspection and contain the following information:
 - which employees are permitted to work;
 - what the plans for the phased-in return of their employees to the workplace are;
 - what health protocols are in place to protect employees from COVID-19; and
 - the details of the COVID-19 compliance officer;
 - phase in the return of their employees to work to manage the return of employees from other provinces, metropolitan and district areas; and
 - develop measures to ensure that the workplace meets the standards of health protocols, adequate space for employees and social distancing measures for the public and service providers, as required.

Transportation to Site - Procedures for Transportation of Workers to Site – employees should be advised that if using transport, passengers must wear a cloth mask to be allowed entry into the vehicle. Hand sanitisers must be made available, and all passengers must sanitise their hands before entering. Public transport vehicles must be sanitised on a daily basis. Please note that the government mandated limit on passengers per vehicle must be strictly adhered to.

Site access - Entry to site may only be through pre-arranged security controlled access points. Contractor must detail how will members of public be prevented from accessing site (risk of cross contamination between persons working on site and members of public).

Provision of Visitors Book for signing in and out of site. Records of all personnel entering site and their contact details must be kept.

Screening on Site - Contractor to advise how will personnel on site be screened on a daily basis for symptoms of COVID-19, including a symptom check as well as temperature assessment (digital thermometer). The contractor must describe their procedure for employees on site, suspected of having COVID-19 symptoms, refusing to undergo **medical** examination, prophylaxis, treatment, isolation, and quarantine. Sites with more than 500 employees must have testing facilities.

Risk assessment and safety procedure - Contractor must provide a written policy concerning the protection of it staff from COVID-19. Contractor must compile a COVID-19 risk assessment and safety procedures for the site. How will it be communicated to all on site and records kept thereof. The Risk



Assessments must include the identification of exposure levels, identification of “high contact” activities, the identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization.

Safety Signage and Hotline Number - Contractor to implement placement of COVID-19 safety signage and hotline number at site entrance and on site, warning of hazards and advising control measures (see samples in Annexure to this document). Please note that signage must be representative of the local languages.

Communication Procedures - Contractor to describe comprehensive induction and toolbox talk procedures to include COVID-19. Toolbox talks should be conducted weekly on COVID-19 control measures and risks on site, include personal hygiene - manner of controlling coughing and sneezing on site - in elbow.

Emergency Procedure - Contractor must describe communication of COVID-19 symptoms and protocol that must be followed if person demonstrates symptoms, or is thought to have COVID-19 - symptoms of COVID-19 include cough, sore throat, shortness of breath or fever/chills (or $\geq 38^{\circ}\text{C}$ measured temperature), redness of eyes, also additional symptoms – body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness. Contractor must advise personnel on site of the symptom reporting procedure to site management of COVID-19 symptoms, and referral protocol for screening or testing if showing symptoms.

Emergency COVID-19 protocol that must be put in place by Principal Contractor must include:

- Sick workers may not enter workplace.
- If sick worker already on site then worker must be isolated in designated area for isolation on site, provided with FFP1 surgical mask and transported for self-isolation or for medical examination or testing at identified testing site.
- Worker placed on sick leave.
- On receiving their results, the employee and/or health professional supporting the employee should notify their workplace so that the employee is managed accordingly. The workplace should proactively take steps to obtain this information to avoid any delays in reporting.
- Assess the risk of transmission, disinfect area and workers workstation, refer exposed workers for screening, etc.
- Lodge claim with Workman's Compensation if infection occupationally acquired.
- Worker may only return to work after undergoing a medical evaluation confirming worker has tested negative for COVID-19.
- Worker must be closely monitored for symptoms on return to work.
- If worker has been diagnosed with COVID-19 the employer must notify Dept of Health and Dept of Employment and Labour

NOTE THAT: personnel on site, or presenting themselves to site who appear sick, or have symptoms associated with COVID-19 may not be allowed on site.

Welfare and Washing Facilities, Sanitising and Disinfection - Contractor must describe provision of soap and clean running water and sanitisers at site entrance and at other locations on site. Correct manner of washing / disinfecting hands, 20 second rule. Use of paper towels only. Disinfection of work surfaces and equipment control procedures required - carried out before work begins, regularly during day and after work ends. Toilets, common areas, door handles, shared electronic equipment and any other shared equipment must be regularly cleaned and disinfected, biometric systems disabled or made COVID-19 safe.

Hand sanitiser must contain 70% alcohol.

Employees working away from home should be provided with hand sanitiser by the employer.



COVID-19 PPE on Site - Contractor must describe controls for wearing of PPE on site, including wearing of cloth masks on site - people working and visiting site must be instructed on the correct way of wearing cloth masks, procedure for maintenance and replacement of cloth masks. Surgical masks and N95 masks should only be worn by frontline health workers, not site staff. Note that some surgical masks should be kept on site to give to persons exhibiting COVID-19 symptoms prior to being taken away for testing.

Employer is required to provide each employee with at least 2 cloth masks and must make appropriate arrangements for washing, drying and ironing of cloth masks.

Supervision and Monitoring on Site - Monitoring systems must be in place by Contractor to ensure compliance with safety protocols and identify infections among employees - supervision monitoring and enforcement - how will it be done by the contractor?

Ventilation on Site - How will ventilation and air quality be made safe on site.

Waste Management - Sufficient refuse bins must be on site for disposal of tissues, used PPE. Procedure for safe removal of contents of bins; used PPE, other detritus should be made in contractors safety plan.

Social Distancing Measures - Contractor must describe, so far as practicable how can numbers of workers be minimised on site at any one time (e.g.: through staff rotation, staggered working hours, shift systems, remote working arrangements or similar to achieve social distancing? (1.5m). Note that contractor must minimise contact between workers themselves and workers and public.

Depending on what is reasonably practicable, site must be arranged so that there is distance of at least 1.5m between workers and members of public or put physical barriers in place or provide workers with face shields or visors.

COVID-19 Investigation procedure - Contractor must describe how will they investigate the cause of COVID-19 infection (including control failure and risk assessment review, checking of PPE requirements, admin support to contact tracing implemented by Dept of Health).

Important notes:

If more than 500 employees in contractors employ the employer must submit this risk assessment and written policy re health and safety of employees from COVID-19 to Safety Committee and Department of Employment and Labour.

Monitoring by the Safety Agent will be strict - noncompliance with COVID-19 control measures will be reported immediately to the principal contractor for action purposes. If necessary, transgressors will be removed from site for re-induction, or a recommendation for permanent barring from site will be made.

As this is an ongoing medical crisis it is likely that control measures to prevent the spread of the virus will be updated by the government on a regular basis. Hence the measures in this section of the safety specification will be reviewed on an ongoing basis, as we receive updated information from the government.



ANNEXURE B – LEGAL APPOINTMENTS

The contractor shall make the following appointments, as required:

Chief Executive Officer (OSH Act 16(1))
Contract Director/Manager (OSH Act 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Traffic Safety Officer
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Demolition Supervisor (CR14(1))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Bulk Mixing Plant Supervisor (CR20(1))
Bulk Mixing Plant Operator (CR20(2))
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSH Act 9(2))
Competent Person – Confined Spaces (GAR 5(1))
COVID 19 – Compliance Officer and COVID 19 – Manager (to address employees concerns and keep them informed re COVID-19)



ANNEXURE C - BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Asphalting	Fire Burns to skin Skin disease	<ul style="list-style-type: none"> Suitable fire extinguisher to be in place prior to commencement of works Ensure competent personnel using materials and competent and trained machinery/equipment operators Ensure there is a safe place of work at all times Ensure all personnel wear suitable and sufficient personal protective equipment (PPE) including safety boots, reflective vests and gloves Health and Safety data sheet required
2.	Bricklaying	Caustic contamination with mortar Contact with sharp bladed tools	<ul style="list-style-type: none"> Use only trained personnel Safe means of access to be provided Safe/Suitable working platform required where working at height PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination
3.	Brush cutting	Injury from contact with blade/nylon Fire (where petrol used) Electrocution (where electrical tool used)	<ul style="list-style-type: none"> Person using brush cutter must be trained and competent Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat Brush cutter must be in good condition and maintained Adequate supervision on site at all times. No smoking when refuelling, fire extinguisher to be on hand (where petrol used as fuel source)
4.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	<ul style="list-style-type: none"> Trained banksman to control vehicles movement Only trained personnel use plant Personal Protective Equipment to be worn Personnel to stand clear as materials are being tipped Use stop blocks and signs to warn vehicles of excavations, where applicable Stand clear of plant whilst materials are being compacted Establish position of underground services and protect services from damage
5.	Compactor Operations	Crushing of feet	<ul style="list-style-type: none"> Only trained and competent personnel to use the machine Ensure operative wears steel toe cap shoes or boots at all times
6.	Confined Spaces	Suffocation Fumes	<ul style="list-style-type: none"> Ensure that confined space is sufficiently ventilated Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality Test oxygen levels in confined space to ensure that is safe for entry Ensure that emergency procedures in place
7.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise, and Dust	<ul style="list-style-type: none"> Only trained operators to use saw and change blades. Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection. People to be kept away from the work area. Work to cease if people have to pass. Sparks, etc. to be directed away from people and any flammable material.



	HAZARD	RISK	MINIMUM CONTROL MEASURES
8.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	<ul style="list-style-type: none"> • Use competent personnel. • Hot works control- fire extinguisher, fire watchman. (Permit may be required) • PPE to include gloves, eye protection, hearing protection • Solid working position. • Clear working area • Correct grade of blade must be used. • Good ventilation to be provided (forced if necessary). • Changing of wheels to be by competent persons only • Cut off discs must not be used for grinding (grinding disc thicker) • Bystanders to wear hearing protection, as applicable
9.	Demolition	Falling materials Premature collapse of structure	<ul style="list-style-type: none"> • Ensure there is a current method statement in place • Ensure all emergency procedures are in place and all details are displayed • Ensure that structural demolition has been approved by the designer and site management • Personnel must be competent • Ensure at all times there is a safe means of access and egress • All personnel must wear suitable and sufficient Personal Protective Equipment, including head, eye and skin protection
10.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	<ul style="list-style-type: none"> • Deep excavations / monitor air for toxic fumes • Prevent collapse by battering back sides to a safe angle or install temporary support • Protect vehicles from falling into excavations – provide barriers, signage, etc. as necessary • Beware of undermining of other structures (e.g. buildings, scaffolds) • Record excavation inspections by competent person on daily basis • Provide suitable means of access/egress in case of emergency. • Excavations formed by explosives must be accompanied by method statement approved by Client
11.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • No fires to be lit on site. Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
12.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices • Equipment must be in good condition, maintained • Personnel using substances must be trained in safe use and risks



	HAZARD	RISK	MINIMUM CONTROL MEASURES
13.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	<ul style="list-style-type: none"> • Ensure: • Tool is correct for job • Tool is in good order and suitably sharp • Personnel must be competent/instructed in tool usage and tool safety • Lighting is sufficient • Access is safe, working platform is secure, leading edge is guarded • Operative is wearing all necessary PPE
14.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	<ul style="list-style-type: none"> • Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) • Know what First Aid measures are • Have welfare facilities available for washing of hands, etc.
15.	Kerb Laying	Nips at joints Crushing by kerbs Caustic burns	<ul style="list-style-type: none"> • Impervious gloves and barrier cream to be used to protect hands. • Personnel should be aware of safe manual handling techniques when handling kerbs.
16.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	<ul style="list-style-type: none"> • Check test certificate • Check examination certificate • Check inspection have been carried out • Check certificates for lifting equipment (chains, slings, shackles, etc.) • Ensure lifting gear is rated to carry load (SWL) • Ensure materials being lifted are properly packaged and slung. • Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. • Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. • Only trained banksmen to be used. • The crane driver and the banksman are to ensure that the signals given are clearly understood.
17.	Manhole Rings and Pipes Storage	Rolling of rings Collapse of pipes Crushing of persons Stock pile collapse	<ul style="list-style-type: none"> • Manhole rings must be stored flat to prevent them being rolled. • Banks of pipe stock piles are not to be broken until they are ready for use. • Personnel must stand to the side when breaking bands so as not to be hit by falling pipes. • Pipes must be wedged to prevent rolling
18.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	<ul style="list-style-type: none"> • Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. • Ensure good housekeeping against tripping/fall hazards. • Operative to get assistance if load too heavy- team lift if necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take weight of operative and load being carried. • Personnel to ensure item being carried is properly bonded or is not be liable to break apart whilst being manually handled.



	HAZARD	RISK	MINIMUM CONTROL MEASURES
19.	Members of Public – Protection of	Injury to member of public and road users from site works	<ul style="list-style-type: none"> Barriers and signage to be in place Workers must warn away any members of public from the works Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public Traffic turning into site – traffic management and signage as required. Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible Refer to plant risk assessment for details on plant safety precautions NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
20.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	<ul style="list-style-type: none"> Wear respiratory and hearing protection Dampen down and minimise dust where possible.
21.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	<ul style="list-style-type: none"> Maintain safe clearance levels Establish presence of any services via proper walk through survey of site and/or means of service drawings Wear personal protective clothing Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services Obtain information on clearance levels from service provider
22.	Painting	Contact with paint	<ul style="list-style-type: none"> Refer to safety data sheet for usage instructions, hazards and precautions required. When working at height, refer to risk assessment addressing this hazard below.
23.	Paving (Laying)	Impact injuries from tile / mallet Caustic burns Sore knees Cuts from cutter	<ul style="list-style-type: none"> Impervious gloves to be worn/ barrier cream to be used Kneelers or similar to be available Personal protective equipment to be worn – for example if saw used to cut pavers
24.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	<ul style="list-style-type: none"> Implement traffic protection measures Trained and competent operators must be used Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. Medical certificates of fitness required for construction plant. Crossing of road by construction vehicles or machines must be limited to the practical minimum Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. Wear appropriate protective clothing/equipment, e.g. goggles, gloves, ear defenders, etc. as appropriate.
25.	Plastering	Falling materials Fall from height Contact with materials	<ul style="list-style-type: none"> Ensure standard safety procedures are followed Ensure there is a safe working area Ensure safe access and egress Ensure competent personnel are used



	HAZARD	RISK	MINIMUM CONTROL MEASURES
26.	Precast Slab / Unit Laying and Fixing	Falls Falling materials Manual Handling	<ul style="list-style-type: none"> • Emergency procedures in place and personnel explained details • Use competent personnel • Ensure suitable and sufficient access and egress is provided • Safe place of work must be provided • Ensure all personnel wear correct personal protective equipment • Exclusion zone may be required for protection against risk of falling objects
27.	Road Construction	Risk of being struck by vehicles	<ul style="list-style-type: none"> • Ensure traffic management measures in place • No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. • Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. • Crossing of road by personnel must be limited to the practical minimum • Use of fencing or other barriers as appropriate
28.	Road Marking	Contact with moving vehicles Fire	<ul style="list-style-type: none"> • Ensure suitable and sufficient road signs are erected, as applicable • Possible road or lane closure may be required – traffic management may be required • Fire Extinguisher to be situated in a suitable area, use dry powder or foam
29.	Road Working – working in or next to road	Injury to workers caused by passing traffic Injury to road users and pedestrians by works	<ul style="list-style-type: none"> • Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site. • Traffic management plan to be approved by Municipality and, if necessary, traffic department • No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. • Use safety signage to warn traffic and pedestrians of construction works • Where existing walk ways/pavements affected by works, must direct pedestrian traffic away to safe walking area. • Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. • Crossing of road by personnel must be limited to the practical minimum • Use of fencing or other barriers as appropriate
30.	Site Strip	Overturning Vehicles	<ul style="list-style-type: none"> • Follow standard safety procedures • Only use trained and competent personnel • Ensure there is a suitable and safe means of access and egress • Ensure banksman used when required • Ensure all personnel wear suitable reflector vests as required
31.	Snakes	Snake bite	<ul style="list-style-type: none"> • Qualified first aider required for site who can treat snakebite • Snake bite kit to be on hand • Check area before working • Find out nearest hospital and get emergency telephone numbers.



	HAZARD	RISK	MINIMUM CONTROL MEASURES
32.	Steel Erection	Falls from height Falling components Contact injuries from falling lifting equipment	<ul style="list-style-type: none"> Adhere to all general precautions for working at height (See risk assessment below) Barrier off / exclude area below work All lifting appliances to be examined and inspected Inspection register in place and up to date All personnel to be trained and competent and wear clipped on safety harnesses when working at height Ensure that lifting equipment (slings, chains, shackles) test certificates are current and on site. Competent persons only to connect loads and direct plant
33.	Steel Fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips / falls Falling from height	<ul style="list-style-type: none"> PPE must include safety boots and goggles Manual handling training may be required Care to be taken when working near overhead lines Use only trained personnel Provide safe means of access Maintain and regularly inspect all lifting appliances and equipment Cap starter bars to prevent injuries where feasible Construct scaffold walk ways to cross reinforcing mesh, as required
34.	Temporary Works – shoring, scaffold, falsework, formwork	Collapse of form work	<ul style="list-style-type: none"> Wear personal protective equipment such as gloves and goggles Formwork must be built by trained person and also be inspected by competent person and results entered into register on site
35.	Troxler – use of	Radiation exposure Transportation and storage of nuclear equipment Working in road	<p>Ensure</p> <ul style="list-style-type: none"> Training of Troxler gauge operators in basic radiation safety and correct operating procedure to satisfactory level of competence An enclosed vehicle must be used for transport of the gauge After use and before storing the gauge, a visual check to be carried out to confirm shutter is properly closed Warning signage to be displayed at entrance to store indicating presence of radioactive material Wear reflective vests when working in or near the road or road shoulder as well as any other required personal protective clothing.
36.	Underground Services	Striking of buried services	<ul style="list-style-type: none"> Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (e.g. Municipality or ESKOM) when planning work. Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. Comply with the requirements of the safe system of work for underground services. Where available, locate services with a locator Hand dig around services



	HAZARD	RISK	MINIMUM CONTROL MEASURES
37.	Working at Height	Personnel falling from height Falling debris Those beneath being injured	<ul style="list-style-type: none"> • All access equipment is properly constructed (inspections record must be maintained) • Only trained personnel construct, dismantle or control the access equipment • All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding • No access equipment may be loaded above the level of the guardrail • No access equipment to be loaded above its safe working load • Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times • All fall arrest equipment to be correctly maintained • Ensure if ladders are being used for access, they are either footed or tied. Also, the ladder must be set at the correct level of 1 in 4 or approximately 75°
38.	Working with Effluent	Contact with effluent causing sickness or disease	<ul style="list-style-type: none"> • ensure good hygiene facilities • personnel to be competent in work activity • personnel to wear appropriate personal protective equipment such as goggles, overall, gloves and goggles
39.	Include any other items not included in above into this section	Include any other items not included in above into this section	Include any other items not included in above into this section



ANNEXURE D - BASELINE RISK ASSESSMENT FOR PROJECT – COVID-19

It must be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the COVID 19 risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

No.	HAZARD	MINIMUM CONTROL MEASURES
1.	COVID-19 - Contracting COVID-19, person to person transmission	<ul style="list-style-type: none"> Do not share tools / equipment, crockery/cutlery/towels/bedding or anything that can facilitate the spread of the virus. Masks have not been proven to definitively protect against every contagion. However, masks prevent a person from unconsciously touching their eyes, nose and mouth, so they may offer a measure of protection. Masks are for single use only, not to be worn two days in a row. Avoid touching your eyes, nose, and mouth and shaking hands with others. Cough or sneeze into a tissue and dispose thereof safely into a bin provided. Wash your hands frequently with soap and running water for no less than 20 seconds. If you have none available use a hand sanitizer with at least 70% alcohol. Apply social distancing principles, stay at least 1.5m away from people/employees where possible. Avoid crowds and gatherings. Clean frequently touched objects/surfaces. The following cleaning products can be used: Hypochlorite (e.g. Household Bleach) Alcohol (70%) Hydrogen Peroxide Phenolic Compounds Quaternary Ammonium Compounds

No.	ACTIVITY	HAZARD	MINIMUM CONTROL MEASURE
2.	Site Preparation	Site might be infected with COVID-19 contagion during lock down	<ul style="list-style-type: none"> Inspect the site to assess conditions. Revise any policies, method statements for risks and hazards identified for review. Decontaminate the site, in affected areas, ensure the availability of hand washing facilities and sanitizers, throughout the site, and at entrances. Ensure sanitising and hand washing facilities are available at ablution areas, common eating areas, offices, canteens, security
3.	Occupational Health	Older workers of 60+, workers with underlying auto-immune or chronic diseases are at increased risk of infection (note that workers may be symptom free but infected with COVID-19)	<ul style="list-style-type: none"> All workers are to be screened and have a valid certificate of fitness on return to work. A full questionnaire to be completed daily before entry on site, and those identified as high risk, or exhibiting flu like symptoms, must be separated and refused entry to site until declared symptom free by a medical practitioner.
4.	Labour	Underlying auto-immune or chronic diseases, socio-economic status, having to use public transport to get to work	<ul style="list-style-type: none"> A full questionnaire to be completed daily before entry on site, and those identified as high risk, or exhibiting flu like symptoms, must be separated and refused entry to site until declared symptom free by a medical practitioner. Daily temperature readings to be taken on entry to site; Induction, toolbox talks to be done daily on topics relating to COVID-19, personal hygiene and PPE. Strict enforcement on use of PPE Public traffic must comply with government guidelines re wearing of masks and sanitising requirements.

No.	ACTIVITY	HAZARD	MINIMUM CONTROL MEASURE
5.	Transportation (Public and on Site)	Maximum allowed capacity exceeded; No facilities for sanitising vehicles and passengers; No additional protective measures available, e.g. face masks; Unlicensed drivers and operators	<ul style="list-style-type: none"> Selection and provision of transport services compliant with gazetted requirements; Policy and procedures and rules for travel, where possible to limit the use of public transport, or to arrange selective methods of transport, ongoing toolbox talks and supply of cloth masks to be worn when travelling or moving on and off site. Vehicle occupancy maintained at 70% capacity or less; Vehicles sanitised between trips; hand sanitiser provided for passengers.
6.	Social Distancing	Many construction tasks require more than 1 worker that will be required to work within the limit of 1,5m Access/Egress to and off site; Welfare facilities, Meeting areas	<ul style="list-style-type: none"> Demarcation and spacing of queueing areas; segregation of queueing areas and public outside site perimeters; Meeting/eating areas large enough to maintain 1.5m distance at maximum occupancy. Only essential workers to spend time on site, Staggered meeting/eating times, use of Zoom, Skype, Microsoft Teams for meetings where necessary. Individual, segregated facilities for safe keeping.
7.	Waste Management	Spreading of virus and contact with virus causing infection from handwashing, drying hands, cleaning equipment, disposal of contaminated waste and other related aspects	<ul style="list-style-type: none"> Establish and follow protocols for disposal of potentially infected waste (receptacles). Awareness through notices (posters) regarding correct procedures of waste disposal. Competent supervision and adequate awareness training required. Provide adequate supplies of material and consumables, provision of sealable disposal containers/bags through appropriate waste removal company. Provide adequate supply of paper towels. If contractors used ensure appropriate management.
8.	Signage	Unauthorised entry to site and work areas compromising workers health (contamination). Acts and behaviour that compromises worker	<ul style="list-style-type: none"> Installation of posters and signage with the site rules and protocols that need to be maintained at strategic points. Competent supervision and adequate awareness training required. Disciplinary steps to be taken against transgressors.
9.	Welfare Facilities	Spreading of virus and contact with virus causing infection	<ul style="list-style-type: none"> Limiting of personnel on site to minimum number required to maintain control and management. Implement and maintain cleaning and disinfecting programme. Site rules for social distancing to 1.5m. Use technology to avoid proximity between individuals where possible
10.	Use of Personal Protective Equipment	Risk of spread of droplet infection through coughing, sneezing when in close contact with other people	<ul style="list-style-type: none"> No employee/ visitor will be allowed on site without a cloth mask. Adequate training must be provided in the correct use and disposal of these masks. Cloth masks must be washed and ironed. Where possible face shields should be used to protect mouth, nose and eyes. Regular cleaning of face shields required. No sharing of PPE will be permitted. Adequate supervision required. COVID PPE does not replace conventional PPE.

ANNEXURE E - COVID-19 SITE SAFETY SIGNAGE





ANNEXURE F – GUIDELINES TO HEALTH AND SAFETY BILL OF QUANTITIES

DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Preparation of principal contractor's site specific health and safety plan, safety file, risk assessments, fall prevention/protection plan, Annexure 2 notification to Dept of Labour, demolition method statement, other method statements requested to be prepared for safety reasons, permits, amendments to safety plan during course of project, traffic management / accommodation plans, and any other legally required health and safety documentation	Lump sum	Lump sum			
Provision of safety documentation required of the principal contractor for Construction Work Permit application by the safety agent of Dept of Labour, if applicable (note section 2.4 of this safety specification document)	Lump sum	Lump sum			
Provision of current workman's compensation cover for employees for the project, and ensuring that contractors appointed have such cover too	Lump sum	Lump sum			
Health and safety management of principal contractor's employees, visitors and contractors' employees on site.	Lump sum	Lump sum			
Provision of full time Construction Manager for site, provision of Alternate Construction Manager in absence of Construction Manager and provision of sufficient safety supervision on site	Lump sum	Lump sum			
Provision of full time/ part time SACPCMP registered Construction Health & Safety Officer for site (refer to safety specification for full time / part time requirement) and preparation of safety reports after each safety inspection	Lump sum	Lump sum			
Competence assessment, appointment and required competence and safety training of all principal contractor's legally required appointments for site	Lump sum	Lump sum			
Maintenance of principal contractor's plant and equipment on site so as to be in safe condition, including inspection registers, inspections by competent persons, thorough examination certificates, hand over certificates and related documentation	Lump sum	monthly			
Provision of general safety signage (e.g. first aid, firefighting, traffic safety, excavations, PPE, Assembly Point, noise zones, etc.)	Lump sum	monthly			



DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Provision of medical certificates of fitness for employees on site (Annexure 3)	Lump sum	Lump sum			
Provision of personal protective equipment (PPE) by principal contractor to employees and, as applicable, visitors to site, incl. <ul style="list-style-type: none"> • reflective vests • hard hats • protective foot wear • hearing protection • respiratory protection • safety eyewear • gloves • overalls • Safety harnesses and lanyards • Sunblock • UV Protective clothing / hats / eye wear • Protective thermal wear (heat / wind / cold / rain) • Protective firefighting clothing • Arc flash and electrical protective clothing 	Lump sum	Lump sum			
Provision of Fall Prevention and Protection Equipment including. <ul style="list-style-type: none"> • Rope • Lifelines & Self-Retracting Lifelines (SRL) • Anchor Points • Warning Lines & Area demarcation • Fall Arrest Accessories • Fall Rescue Equipment • Passive Fall Protection Equipment • Confined Space Rescue and Retrieval (In elevated work situations) • Etc. 	Lump sum	Lump sum			
Provision of Confined Space work equipment & Training <ul style="list-style-type: none"> • Training • Air Monitoring Equipment • Ventilation Equipment • Entry Equipment • Personal Protective Equipment • Confined Space Rescue and Retrieval Equipment • Communication Equipment • Etc. 	Lump sum	Lump sum			
Holding of safety meetings with safety representatives and safety officers on site on at least monthly basis	Lump sum	monthly			



DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Principal contractor construction safety management attendance at health and safety meetings called by client, professional team or safety agent	Lump sum	monthly			
Provision of site specific health and safety induction training for all on site	Lump sum	Lump sum			
Conducting of toolbox talks to employees on health and safety issues on a weekly basis	Lump sum	Lump sum			
Provision of sufficient First Aiders for site as per legal requirements	Lump sum	Lump sum			
Provision of First Aid Boxes for site as per legal requirements	Lump sum	Lump sum			
Provision of sufficient fire extinguishing equipment for site	Lump sum	Lump sum			
Fire drills on site at least 6 monthly basis for duration of project	Lump sum	Lump sum			
Provision of welfare facilities for site (drinking water, toilets, soap, means of drying hands, toilets paper, sheltered eating areas, etc.)	Lump sum	Lump sum			
Provision for safe disposal of waste, spill kits, safe housekeeping and storage practices	Lump sum	Lump sum			
Provision of leading edge protection, covers to prevent falls	Lump sum	Lump sum			
Provision of fencing at site camp and to protect excavations	Lump sum	Lump sum			
COVID 19 measures – provision of hand sanitiser, respiratory protection (as required), safety signage, formal and informal communication to all on site and any other measures necessary to contain and detect COVID 19 on site (refer to safety specification)	Lump sum	Lump sum			
Compilation of consolidated Safety File at Close Out stage and handover of file to safety agent in hard copy or digital format	Lump sum	Lump sum			
Supply of safety caps on all exposed re-bar	Lump sum	Lump sum			
Any other compliance item in site specific safety specification issued by project client/ safety agent with potential cost implication	Lump sum	Lump sum			
• Item 1					
• Item 2					
• Item 3					
• Item 4					
• Item 5					
Principal contractor's general compliance with respect to the Occupational Health and Safety Act, Construction and other health and safety Regulations apart from other provisions in this bill.	Lump sum	Lump sum			
SUMMARY TOTAL OHS COST PROVISION					



**ANNEXURE G – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT
ISSUE REGISTER**

Date of Original Safety Specification Compilation	Compiled By	Issue Date
11 February 2022	Manuel Koen	15 February 2022

Revision Summary	Revised By	Revision Date

Acknowledgement:

I, _____ representing
_____(Contractor), have satisfied myself with the content of this Health and Safety Specification and shall ensure that our employees and contractors on site comply with the requirements of this document, our safety documentation and health and safety legislation.

Signature of Contractor

Date

Comments:

**ANNEXURE B-1
HEALTH AND SAFETY
SPECIFICATION FOR
PRINCIPAL CONTRACTORS
APPOINTED BY MOSSEL BAY
MUNICIPALITY**

HEALTH AND SAFETY SPECIFICATIONS

HEALTH AND SAFETY SPECIFICATION FOR PRINCIPAL CONTRACTORS (for works where Mossel Bay Municipality appoints the contractor as the principal contractor for construction work)

1. GENERAL

1.1 Application

This Health & Safety Specification applies to all contractors who carry out work at MOSSEL BAY Municipality's premises, where the contractor is appointed principal contractor under the Occupational Health and Safety Act 85 Of 1993.

1.2 Definitions

In this Health & Safety Specification:

- 1.2.1 Competent person has the meaning given in the Construction Regulations 2014 promulgated GNR 84 of 07 February 2014.
- 1.2.2 Contractor means a person, corporation or other entity that carries out work for MOSSEL BAY MUNICIPALITY.
- 1.2.3 Employee includes a person engaged by the Contractor as a sub-contractor and a person employed or engaged by a sub-contractor.
- 1.2.4 OHS Act means the Occupational Health and Safety Act 85 of 1993.
- 1.2.5 OHS Regulation means the Occupational Health and Safety Regulation promulgated under the Occupational Health and Safety Act 85 of 1993.
- 1.2.6 Work Cover means the cover under the Compensation for Injuries and Diseases Act 130 of 1993.

1.3 Comply with Statutory Laws

- 1.3.1 The Contractor must comply with, and must ensure that its employees and visitors comply with, all relevant and applicable laws, codes, standards, guidelines, rules, policies and procedures relating to health and safety in the work-place.

2 WORKING AT MOSSEL BAY MUNICIPALITY'S PREMISES

2.1 Hazard Identification and Risk Assessment

Before carrying out any work at MOSSEL BAY Municipality's premises the Contractor must, in consultation with MOSSEL BAY MUNICIPALITY:

- 2.1.1 identify any foreseeable hazard associated with the place of work and the work to be carried out by the Contractor, that has the potential to harm the health or safety of any person,
- 2.1.2 assess the risk of harm to the health or safety of any person arising from any hazard identified, and
- 2.1.3 eliminate any reasonably foreseeable risk to the health or safety of any person arising from any hazard identified or, if it is not reasonably practicable to eliminate the risk, develop measures or procedures to effectively control the risk.

2.2 Review of Risk Assessments and Control Measures

- The Contractor must review a risk assessment, and any measures adopted to control the risk, whenever:
- 2.2.1 there is evidence that the risk assessment is no longer valid, or
 - 2.2.2 injury or illness results from exposure to a hazard to which the risk assessment relates, or
 - 2.2.3 a significant change is proposed in the place of work, the scope of work or in work practices or procedures to which the risk assessment relates.

2.3 Competence of Employees

- The Contractor must ensure that each employee:
- 2.3.1 has the necessary skills, knowledge, qualifications, training, competence and experience, and
 - 2.3.2 has appropriate verbal and written language skills and the necessary literacy, to carry out the work, including qualifications, certification and competencies required under the OHS Act 85 Of 1993 and the OHS Regulations.

2.4 Medical Fitness of Employees

- The Construction regulations stipulate that all employees on site must be medically fit to perform their duties.
- 2.4.1 The principal contractor must ensure that all employees are medically fit for work and must be able to provide proof of medical certificates in the form of Annexure 3 or company specific document. The medical certificates must be issued by an Occupational Health Practitioner registered with the Health Professional Council of South Africa (HPCSA) or a person who holds a qualification in Occupational Health recognised as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974(Act No. 56 of 1974) or the South African Nursing Council as referred to in the Nursing Act, 1978(Act No. 50 of 1978).
 - 2.4.2 The principal contractor must ensure that all employees on site being exposed to or coming into contact with pathogens and hazardous biological agents by working at waste transfer stations and refuse removal must be inoculated against Hepatitis A and B to contain the contraction of occupational diseases by being exposed to hazardous biological agents. The principal contractor shall keep proof of inoculations of employees on file and it shall be made available upon request.

2.5 Supervision of Employees

- 2.5.1 The Contractor must ensure that the Contractor's employees are adequately supervised by a competent person while carrying out work at MOSSEL BAY Municipality's premises.

2.6 Personal Protective Equipment

- The Contractor must ensure that each person carrying out work at or visiting MOSSEL BAY Municipality's premises:
- 2.6.1 Is provided with, and wears at all times if necessary, all the appropriate personal protective equipment including if required, but not limited to:
 - (a) head protection (safety helmet),
 - (b) protective footwear (lace-up with steel toe protector),
 - (c) hearing protectors (including ear plugs, ear canal caps, ear muffs and hearing protective helmets),
 - (d) eye protection equipment (including safety glasses or goggles (with sun protection where necessary), wide-vision goggles, face shield and hood),
 - (e) respiratory protection (including particulate respirator, gas filter respirator and supplied air respirator),
 - (f) hand protection (including safety gloves),
 - (g) wet weather clothing and footwear,
 - (h) sun protection cream when exposed to excessive sun,
 - (i) high visibility safety clothing or safety vests when working close to moving traffic or construction vehicles.

- (j) Is informed of any limitations of the equipment, and
- (j) Is provided with the instruction and training necessary to ensure that the equipment controls the risk for which it is provided.

2.7 Contractor's Plant and Equipment

The Contractor must:

- 2.7.1 Comply with, and ensure that all plant complies with, the requirements of the applicable OHS Regulations, including in particular the requirements of:
 - (a) Design, manufacture and registration of plant,
 - (b) Supply of plant, and
 - (c) Working with plant,
- 2.7.2 Ensure that all hazards arising from the installation, commissioning, erection and use of plant, and the systems of work associated with plant, are identified and the consequent risks assessed and eliminated or controlled,
- 2.7.3 Ensure that all plant is properly inspected, maintained, repaired and cleaned by a competent person in accordance with the requirements of the OHS Regulation and manufacturers' procedures, specifications or instructions, ensure that each employee who will be operating plant:
 - (a) holds any licence or certificate necessary to operate the plant, and
 - (b) has been provided with adequate information and training in the inspection, use, operation, maintenance and care of the plant.

2.8 Certification of Employees

The Contractor must ensure that:

- 2.8.1 each employee who will be carrying out scheduled work under the Construction regulations holds a recognised qualification or a certificate of competency issued by an approved training authority
- 2.8.2 each employee who will be carrying out specialised work, doing specialised testing or who will be operating specialised machinery holds a certificate of competency.
- 2.8.3 each employee who will be operating a construction vehicle or mobile plant must be in possession of a certificate of competency issued by an approved accredited training authority.

2.9 Signs

- 2.9.1 The Contractor must place or erect signs stating the Contractor's name and contact telephone numbers (including an after-hours emergency telephone number) on each construction site for which the Contractor is appointed principal contractor. The signs must be clearly visible from outside the site.

3. CONSTRUCTION WORK

3.1 Contractor Health & Safety Plan

- 3.1.1 The Principal Contractor must ensure that where construction work carried out under the requirements of the Construction Regulations, a Health & Safety Plan (HSP) is prepared. The Contractor must ensure that the HSP is provided to MOSSEL BAY MUNICIPALITY for review and approval before work commences.

3.2 Site-specific Health & Safety Plan

The Contractor must ensure that a Site-specific Health & Safety Plan is prepared for each place of work at which construction work is to be carried out. In particular, the Contractor must ensure that:

- 3.2.1 the Health & Safety Plan is prepared in accordance with the OHS Act 85 of 1993 and Regulations and the Health & Safety Specification,
- 3.2.2 the Health & Safety Plan is maintained and kept up to date during the course of the work in relation to which the Contractor has been appointed principal contractor, and

- 3.2.3 the Health & Safety Plan is kept at the construction site and is made available for inspection by any person working at or about to commence working at the site, an employee member of an OHS committee, an OHS representative, a person elected by the persons employed at the site to represent a group of employees on health and safety matters or (if the employees agree) an appropriate representative of an industrial organisation of employees.

3.3 Safe Work Method Statements

- 3.3.1 The Contractor must ensure that safe work method statements (whether prepared by the Contractor or its sub-contractors) are prepared in accordance with the Construction Regulations in order to manage high risk activities and signed off by the Contractor.

3.4 Sub-Contractors

The Contractor must ensure that:

- 3.4.1 a copy of the Site-specific Contractor's Health & Safety Plan is provided to each sub-contractor before the sub-contractor commences work at the construction site,
- 3.4.2 if any change is made to the Health & Safety Plan, a copy of any part that has been changed and that is relevant to a sub-contractor is provided to the sub-contractor as soon as practicable after the change is made,
- 3.4.3 each sub-contractor, before commencing work at the site, provides the Contractor with a written safe work method statement for the work to be carried out by the sub-contractor,
- 3.4.4 each sub-contractor is directed to comply with:
- (a) the safe work method statement that the sub-contractor has provided, and
 - (b) the requirements of the OHS Act and the OHS Regulation,
- 3.4.5 the sub-contractor's activities are monitored to the extent necessary to determine whether the sub-contractor is complying with:
- (a) the safe work method statement, and
 - (b) the requirements of the OHS Act and the OHS Regulation, and
- 3.4.6 if the sub-contractor is not complying, the sub-contractor is directed to take action immediately to comply with the safe work method statement or the requirements of the OHS Act and the OHS Regulation, or both, and
- 3.4.7 if a risk to the health or safety of a person arises because of the non-compliance, the sub-contractor is directed to stop work immediately and not to resume work until the safe work method statement or those requirements, or both, are complied with, unless an immediate cessation of work is likely to increase the risk to health and safety, in which event the sub-contractor must be directed to stop work as soon as it is safe to do so.
- 3.4.8 Sub-Contractors doing specialised work must have the necessary certification and training for the specific task at hand.

3.5 Induction Training

- 3.5.1 Before the Contractor commences carrying out construction work at MOSSEL BAY MUNICIPALITY's premises the Contractor must ensure that each person who will be carrying out construction work has been inducted by the contractor and record thereof to be recorded in a register as proof.

3.5.2 Provision of Further OHS Induction Training

The Contractor must:

- (a) identify any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site, and
- (b) if any such change is identified, ensure that each person carrying out work at the site undergoes such work activity based health and safety induction training or site-specific health and safety induction training as is necessary to enable the person to carry out that work safely despite the change.

3.5.3 Visitors

The Contractor must ensure:

(a) that each visitor is provided with all information, instruction, training and personal protective equipment necessary to ensure the visitor's health and safety while at the site.

3.6 Safety briefings ('Toolbox Talks')

The Contractor must:

- 3.6.1 conduct safety briefings ('Toolbox Talks' or pre-work briefings) weekly or before the commencement of each week to discuss the work and deal with problems to be addressed by persons working at the construction site (including hazards associated with the site and the work to be carried out and existing and proposed measures or procedures to control any reasonably foreseeable risk to the health or safety of any person),
- 3.6.2 conduct a safety briefing whenever the Contractor identifies any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site,
- 3.6.3 ensure that each person working at the construction site attends any safety briefing, and
- 3.6.4 keep a record of each safety briefing including:
 - (a) the date, time and location of the safety briefing,
 - (b) the specific topics and issues discussed, and
 - (c) the names and signatures of the attendees.

3.7 Site Access

- 3.7.1 The Contractor must ensure that vehicular and pedestrian access to and exit from the construction site is strictly controlled in accordance with appropriate procedures. In particular, the Contractor must ensure that procedures to control and prevent unauthorised entry to the site require:
 - (a) all employees and visitors to sign a visitors' book on entering the site,
 - (b) all visitors to be accompanied at all times by a person who has been provided with OHS induction training.

3.8 Hazardous Substances and Dangerous Goods

- 3.8.1 The Contractor must ensure that a register containing details of all hazardous substances and dangerous goods being used, stored or handled at each place of work at which work in relation to which the Contractor has been appointed principal contractor is carried out is kept and maintained at the place of work while work is being carried out.
- 3.8.2 The disposal of any hazardous substances by contractors must be carried out according regulatory requirements. Proof of the safe disposal of substances needs to be submitted by the contractor upon request by any interested and effected parties.
- 3.8.3 The Contractor must ensure that Material Safety Data Sheets are available for all hazardous substances used, stored or handled at each place of work for information and training of personnel.
- 3.8.4 The Contractor must submit an Emergency Response Plan and Procedure to the Client to address any spillage of hazardous substances and dangerous goods and include traffic management plan to manage traffic control should such incident occur on a public road.

3.9 Asbestos Containing Materials

- 3.9.1 All materials containing asbestos must be handled as per prescriptions stipulated in the Asbestos Regulations 2001.

- 3.9.2 A plan of work for all Asbestos related works must be completed by the contractor and approved by an Accredited Inspection Authority. This plan of works must be submitted to Department of Labour 14 days prior to work commencing on site.
- 3.9.3 All employees exposed to working conditions and elements containing Asbestos must be trained in handling Asbestos containing materials and proof of such training must be provide by the contractor. Training to be conducted by an accredited training institution.
- 3.9.4 All personnel on site shall wear the required personal protective equipment at all times while handling asbestos and the applicable equipment must also be handled as such.

3.10 Confined Spaces

- 3.10.1 The contractor must ensure that all persons on site conform to the stipulations for working in confined Spaces as specified in terms of General Safety Regulation 5 and that everyone on site adhere to these stipulations at all times.

3.11 Compliance with OHS Act & Regulations

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations at all times for the full duration of the contract. Please note that the Contractor must supply proof that the following conditions of the OHS Act and applicable Regulations has been complied with before construction can start:

- 3.11.1 Submission of site-specific Health & Safety Plan to the Engineer/Client Agent appointed for the project and proof of approval of the submitted Health & Safety Plan;
- 3.11.2 Notification of Construction Work to Department of Labour;
- 3.11.3 Notification to any other authority as may be required;

3.12 COVID-19 Coronavirus Workplace Measures

- 3.12.1 The latest COVID-19 pandemic brought about changes in legislation and therefore construction project need to cater for all requirements in terms of the precautionary measures in the workplace to address regulatory matter regarding this virus. The virus is classified as Group IV Hazardous Biological Agent and must be treated as such making the Hazardous Biological Agents Regulations critically important and must be applied in conjunction with all other relevant legislation.
- 3.12.2 In reference to Government Gazette No. 43257 dated 29 April 2020 COVID-19 Occupational Health & Safety Measures in Workplaces (C19 OHS) directive must be adhered to at all times.
- 3.12.3 The contractor must have a policy regarding the measures that will be implemented on site in terms of COVID-19 and the policy requires must be enforced.
- 3.12.4 Risk assessments must be conducted covering all COVID-19 related matters and employees trained on the contents thereof. These risk assessments must be conducted separately and does not form part of other risk assessments conducted for construction activities.
- 3.12.5 Screening in terms of COVID-19 must be conducted and results duly recorded for record purposes.
- 3.12.6 Procedures must be developed and communicated on how the contractor intends to handles possible infections at the workplace as this is a highly contagious occupational disease.
- 3.12.7 All applicable legislation must still be adhered to and these COVID-19 related regulations is not a substitute to other regulations.
- 3.12.8 Social Distancing must be implemented and enhanced in the workplace.
- 3.12.9 Sanitizer consisting of 70% alcohol must be made freely available for all persons on site at all times as well as visitors. Valid Material Safety Data Sheets to be provided for alcohol-based sanitiser that will be used on site.
- 3.12.10 The contractor to provide each employee on site with a mask and no person must be allowed to enter if not wearing a mask and it must be worn at all times.

3.13 Audits and Reviews

- 3.13.1 The Contractor acknowledges and agrees that MOSSEL BAY MUNICIPALITY, may carry out periodic or occasional audits, inspections and reviews of the Contractor's and the Contractor's sub-contractors' safety management systems, plans, practices and performance, using audit and review frameworks established by the client or agent.
- 3.13.2 The Contractor will be required to submit a corrective action plan to MOSSEL BAY MUNICIPALITY on any non-conformances detected during an audit in writing within 5 days.

Any transgression of the OHS Act 85 of 1993 and Regulations found upon inspection on site will result in OHS penalty of R 2,000.00 per incident/day/site due to negligence of the Contractor, which will be deducted from payment certificates submitted by the Contractor.

ANNEXURE C
MONTHLY FORMS TO BE
COMPLETED

DAILY ATTENDANCE REGISTER: EPWP PROJECT

PROVINCE: _____

FUNDING MUNICIPALITY/DEPARTMENT: _____

MUNICIPALITY: _____

PROJECT DESCRIPTION: _____

PROJECT NAME: _____

PHYSICAL ADDRESS: _____

PROJECT NUMBER: _____

SECTOR: _____

MONTH: _____



Project Description

	NAME AND SURNAME	ID NUMBER	NATIONALITY SA/Non SA	GENDER M/F	DISABLED? YES/NO	Youth Y/N/A	WEEK 1					WEEK 2					WEEK 3					WEEK 4					WEEK 5					Total Days Worked for the month	Total Days Trained for the month
							Day 1	Day 2	Day 3	Day 4	Day 5	Day 1	Day 2	Day 3	Day 4	Day 5	Day 1	Day 2	Day 3	Day 4	Day 5	Day 1	Day 2	Day 3	Day 4	Day 5	Day 1	Day 2	Day 3	Day 4	Day 5		
1																																	
2																																	
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NOTES

If present

If Absent

If Off Sick

If extending training

If on leave

What is your disability? (Specify: South African or Non-SA)

What is the beneficiary's ID number? (SA Identity/Passport number/Asylum number)

M (Male) and F (Female)

Yes or No

Yes or No (Yes if age is 18-35 years)

Daily Register

If present

If Absent

If Off Sick

If extending training

If on leave

PROJECT MANAGER'S NAME

PROJECT MANAGER'S SIGNATURE

DATE

Please start the month on the first working day of the month. E.g. If the first working day of the month is the 3rd, Day 1 will be on the 3rd of week one

PAYMENT REGISTER: EPWP PROJECT

PROVINCE

FUNDING MUNICIPALITY/DEPARTMENT

MUNICIPALITY

PROJECT DESCRIPTION

PROJECT NAME

PHYSICAL ADDRESS

PROJECT NUMBER

SECTOR

YEAR MONTH



	NAME AND SURNAME	ID NUMBER	GENDER M/F	NATIONALITY SA/Non SA	Youth Yes/No	DISABLED: YES /NO	TOTAL DAYS WORKED including Training	DAILY WAGE (Rands)	PAYMENT DUE	SIGNATURE	CONTACT NUMBER
1											
2											
3											
4											
5											
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17											
18											
19											
20											

NOTES

Nationality:

ID Number:

Youth

Total days worked including

Daily Rate/ Task Rate:

Contact Number:

Payment Due:

Signature:

What is beneficiaries nationality, South African or Non South African

What is the beneficiaries ID number (SA Identity/ Passport number/ Assylum nu

Yes if Age is between 15-35 years

Total number of work days plus number of days attended formal training in that

Daily rate or task rate paid to the beneficiaries. Please select the appropriate rate

Contact number of the beneficiaries

Payment that is due to the beneficiaries for the days worked

Signature of the beneficiaries. Signature is required for every payment made as evidence

PROJECT MANAGER'S NAME

PROJECT MANAGER'S SIGNATURE

DATE

BENEFICIARY INFORMATION

PLEASE PROVIDE BENEFICIARY INFORMATION ON THIS SHEET FOR EACH MONTH OF THE YEAR

FEBRUARY

	First name	Initials	Last name	I.D. Number	DOB	Gender	Has disability	Education level	Start date	Number of labour days for February
				ID NUMBER	dd/mm/yyyy	M or F	Y or N	See codes at bottom of list	dd/mm/yyyy	
1										
2										
3										
4										
5										
6										
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21										
22										
TOTALS (DO NOT ENTER DATA IN THIS LINE)										0

- Education Levels – use the codes (1,2,3) on the excel spreadsheet
 - (1) Unknown
 - (2) No Schooling
 - (3) Grade 1-3 (Sub A – Std 1)
 - (4) Grad 4 (Std 2) ABET 1
 - (5) Grade 5-6 (Std 3-4) ABET 2
 - (6) Grade 7-8 (Std 5-6) ABET 3
 - (7) Grade 9 (Std 7) ABET 4
 - (8) Grade 10-11 (Std 8-9)
 - (9) Grade 12 (Std 10)
 - (10) Post Matric

ANNEXURE D

**CONSTRUCTION SITE
BOARD**

CONSTRUCTION SITE

TENDER NUMBER



REPORT TO SITE OFFICE

PROJECT SUPERVISOR:

SITE SUPERVISOR:

ENGINEER:

SAFETY REPRESENTATIVE:



ANNEXURE E

MOSSEL BAY MUNICIPALITY GIS STANDARDS AND METADATA REQUIREMENTS



MOSSSEL BAY MUNICIPALITY GIS DATA STANDARDS AND METADATA REQUIREMENTS POLICY

Prepared By: Corporate GIS

1. INTRODUCTION:

The Mossel Bay Municipality's (MBM) GIS system plays a vital role in planning, documenting and decision-making processes within the MBM. To maintain, develop and streamline the GIS of the MBM data, standards need to be developed and implemented. This document addresses these issues by specifying the data requirements from a GIS perspective.

1.1. Background:

The MBM has made use of GIS technology since 2012. As GIS technology developed various directorates have become more reliant on GIS. This has resulted in the need to establish a set of standards that can be issued with tender specifications that have a GIS component or when spatial data is requested from service providers.

1.2. Purpose

The purpose of this policy is to:

- Ensure standardization on the use of GIS with a view of maximizing benefits from investments;
- Provide a process for access to GIS data both internal and external;
- To guarantee compliance to all legislative requirements relating to the handling and dissemination of spatial and related information.

1.3. Application

This policy governs access, use and management of GIS resources. These include personnel, hardware, software, data, procedures, policies and methods, and products related to GIS. All users given access to any municipal GIS resources are expected to have read, understood and comply with this policy.

1.4. Principles

The municipality has an effort to build and maintain a spatial information system to provide more efficient service to its citizens and clients. It is the intent of the MBM to provide access to spatial information as permitted or required by law. It should be noted that the Promotion of Access to Information Act No.2 of 2000 requires the organs of state to make all public records available to the public.

Hence the municipality has concluded that the main objectives governing the adoption and use of GIS should be:

- Increased efficiency and effectiveness in the delivery of the municipal service delivery/customer care centres;
- Improve data and information integration at all municipal departments;
- Centralize GIS data
- Encourage data sharing where ever possible at all levels of government
- Easy, consistent and effective access to geographic information; and
- Promote use of geographic information and tools as widely as possible.

2. PROGRAMMATIC RESPONSIBILITIES

2.1 Software

The MBM utilizes the ESRI software suite, namely ArcGIS Web, Mobile and Desktop solutions. All GIS software shall adhere to the specifications as established by the IT Department. The municipality has adopted the Environmental Science Research institute (ESRI) software as its standard corporate GIS software. ESRI software is OGC (Open Geospatial Consortium) compliant. Software licensing is based on a named user licensing model. A named user can be made available to internal or external users.

2.2. Software Maintenance

To consolidate software inventories and coordinate continuous upgrades, all ESRI GIS software is to be licensed to the IT department under a single customer number. The IT Manager will be responsible for the distribution and assignment of software and licensing.

3. SPATIAL PROJECTS

For any project that contains a spatial component please consult the GIS department **BEFORE** the project commences so that the municipality can assist with setting up the project and therefore ensuring compliance to municipal spatial standards and requirements.

The following legislation is applicable to this Data Standards Document:

- Spatial Data Infrastructure Act 54 of 2003
- SANS 1878/19115: Metadata Standard
- SANS 1880: South African Geospatial Data Dictionary
- SANS 19104 / ISO 19104: Geographic Information – Terminology
- SANS 19999: Managing Geographic Information

4. GIS DATA STANDARDS

4.1. When an empty geodatabase has been provided by the municipality

- Capture all data and relevant fields as specified in the tender specifications
- If any other spatial data (Except for the feature classes provided) is included in the final deliverable this data has to be in a feature dataset
- Data must be captured with the cadastral file used as background reference
- All raster data and symbology layers must be excluded from the geodatabase and provided in a separate folder

4.2. When an application has been provided

When a specific application has been provided ensure detail regarding the time, accuracy and person doing the data capturing is provided

For all Infrastructure capital projects please follow the following link:

<https://mbm-gis.maps.arcgis.com/apps/webappviewer/index.html?id=c5947d5aa12a49d4a76a0d1edaccl1a4a>

4.3. When no geodatabase has been provided by the municipality

Vector data

- All vector data must be submitted as Feature Classes (Points, Lines or Polygons) and be provided in a File Geodatabase format.
- Should the data be saved as an ArcGIS Pro project, the .aprx should accompany the various spatial layers. If the data is saved as an ArcMap Project, the .mxd should be provided.
- Where specific symbols have been created a symbol file and/or a layer file should be submitted with the various spatial layers.
- All spatial layers created as part of a project commissioned by the MBM should be submitted with the final deliverable, as this will assist with determining the methodology used and the accuracy of the data. These files should be saved in a separate folder from the final deliverable.

Attribute data

- All field names must be in title case and understandable.
- If the field name is more than one word, underscores must be used e.g. Facility_Name.
- The attribute data text must be in sentence case.
- Metadata explaining the field names and field parameters must be provided

- Metadata explaining the file information must be provided e.g. Created by Author, Credibility, Date Created, Description and Summary.

GPS data

- All GPS coordinates must be provided as degrees, minutes and seconds, or as X and Y coordinates.
- GPS accuracy depends on the application for which the coordinates are being captured. Sub 1-meter accuracy should be the norm when capturing engineering related activities, e.g. the location of water meters or water pipelines. When dealing with land related activities sub 2.5-meter accuracy should be the norm, e.g. the location of a building or an erf.
- All GPS data, must be have an accuracy within 5 meters.

Raster data

- All imagery provided to the MBM that relates to a specific project and that is required electronically must be submitted in Tiff format and should include a title, drawing reference number, name of company, scale, etc.
- All imagery purchased on behalf of the MBM or ordered directly from the various service providers must be georeferenced to the MBM cadastral.
- When purchasing imagery from a service provider, detailed terms of reference must be agreed on. This should include any additional deliverables, such as ground control points (x, y and z values) and the data bundles, in the case of satellite imagery.
- All imagery purchased on behalf of the MBM or as part of a project being undertaken for the MBM must be provided to the institution at no additional cost.
- All imagery provided to the MBM must come with a government multi-license, i.e. all government departments should have access to the imagery at no expense, only a license agreement should need to be signed.

4.4. Data accuracy

Data accuracy is the responsibility of the service provider or vendor. Should the accuracy of the data not be to the satisfaction of the MBM, it is the responsibility of the service provider to correct the accuracy, at no additional cost to the institution.

Metadata on the accuracy of any spatial data must accompany the final deliverable.

4.5. Data quality

Data quality is the responsibility of the service provider or vendor. Should the quality of the data not be to the satisfaction of the MBM, it is the responsibility of the service provider to correct the accuracy, at no additional cost to the institution.

4.6. Projection

All spatial data provided to the MBM must be projected. The following Projected Coordinate System must be used:

Projection: Transverse Mercator

False Easting: 0.000000

False Northing: 0.000000
 Central Meridian: 23.000000
Scale Factor: 1.000000
 Latitude_Of_Origin: 0.000000
 Linear Unit: Meter (1.000000)

Geographic Coordinate System: GCS_Hartebeesthoek_1994
 Angular Unit: Degree (0.0174532925199433)
 Prime Meridian: Greenwich (0.000000000000000000)
 Datum: D_Hartebeesthoek_1994
 Spheroid: WGS_1984
 Semimajor Axis: 6378137.000000000000000000
 Semiminor Axis: 6356752.314245179000000000
 Inverse Flattening: 298.257223563
 Hartebeesthoek94_Lo23
 Authority: Custom

5. METADATA STANDARDS

GIS datasets with adequate documentation are more useful to MBM staff and external stakeholders. Such documentation alerts the potential user of the dataset's quality and limitations, enabling proper use of the dataset beyond the original developer. Documenting GIS datasets is an important responsibility of the GIS unit creating the datasets. Every GIS dataset created and acquired by a GIS user must have an accurate metadata record according to municipal standard. Corporate GIS will maintain an electronic metadata viewer however GIS units are responsible for the update of the database and hardcopy records where necessary. This follows the Spatial Data Infrastructure Act, Act no 54 of 2003.

The following metadata should be provided with any spatial data being provided to the MBM. The metadata should preferably be accessible through ArcCatalog, i.e. XML file; alternatively, a separate word document can be submitted with the spatial data. For more detail on Spatial Metadata refer to SANS:1878 in South Africa.

Core metadata for spatial datasets:

No	Metadata	Explanatory Notes
Identification		
1	Dataset description	A brief summary of the dataset.
2	Purpose of the dataset	The purpose for which the dataset was created
3	Access constraints	Restrictions and legal prerequisites for accessing the data set.
4	Use constraints	Restrictions and legal prerequisites for using the data set after access is granted.
5	Format of dataset	Shapefile, Feature Class, GeoTIFF, etc.
Contact information		
6	Contact name	Contact name of the person responsible for creating the dataset.
7	Organisation	Organisation for whom the responsible person works.
8	Contact no. (Tel)	Telephone number of the responsible person.
9	Contact no. (Fax)	Contact fax number of the responsible person.

10	Contact e-mail	Contact e-mail address of the responsible person.
Citation		
11	Project Title	Name of the dataset.
12	Originator	The name of the organisation or individual that originally developed the data set.
13	Publication date	The date on which the data set was published or otherwise made available for release.
Status		
14	Progress	Complete, in progress, Draft or planned etc.
Spatial reference		
15	Geographic Coordinate System	GCS_Hartebeesthoek_1994
16	Projection	Transverse Mercator
17	Horizontal datum	D_Hartebeesthoek_1994
18	Ellipsoid	WGS_1984
19	Planar distance units	Meters
Data quality		
20	Attribute accuracy	Brief description of the attribute accuracy, e.g. not accurate, as the data needs to be verified/Very accurate/Verified on site.
21	Source information	Where the data was originated, e.g. created for the project or not sure.
Metadata reference		
22	Contact details	Who was responsible for creating the metadata.
23	Organisation	For which organisation does the person who updated the metadata work.
24	Contact details	Contact number of the responsible person.

NOTE:

All spatial data requested by or created for the MBM must be submitted in the format specified above and should include core metadata as per the above table. Should a service provider not be in a position to supply the spatial data to the MBM in the above - mentioned formats, it is his responsibility to obtain the relevant services or software at his own cost. Should a tool or application be developed for the MBM, all the source code is to be provided as part of the final deliverable.

Once the MBM has received a copy of the adopted metadata standards, the above - mentioned metadata requirements are likely to change.

6. LICENSING AGREEMENT

6.1. Acknowledgement of conditions

All GIS users shall abide by the municipality terms and conditions for use of GIS products. To minimize administrative obligations, the municipality will not request any written acceptance of conditions for use of GIS products. However, every user accepting any GIS product will be provide and/or made aware of the municipal license agreement. These will be printed on all data exchange mediums, emails, file transfer protocol and web pages.

6.2. Immunity from Liability

Nothing in this policy shall be construed to conflict with the legislation applicable to the Republic of South Africa. In making GIS data accessible, the Municipality makes no warranty of accuracy. The information contained in the fulfilment of any GIS data or map request is compiled for use by the Mossel Bay Municipality, its employees and consultants. The municipality does not warrant the accuracy of any data, map or application. Any person or entity requesting GIS data should conduct an independent inquiry regarding the accuracy of all information provided. Any inaccuracies shall be reported to the municipality or its agents as stipulated in chapter 23 of the Spatial Information Bill or subsequent legislation. Neither the Municipality nor its employees and representatives shall be liable for the information neither provided nor for any oral representation provided based on said data.

6.3. Copyright

Spatial information products and services originated by the State are protected in terms of the Copyright Act, 1978 (Act 98 of 1978). As the State President is the holder of State copyright, all organs of State enjoy unhindered use of the spatial information products and services of other organs of State, without a need for further permission to copy in terms of that copyright.

The Council or other suppliers assert copyright over all works including computer programs and collections of data supplied to the user as part of the service. All such items are supplied for the personal use of the user only, and only for purposes permitted by applicable law. The data may not be copied or distributed to any other person in any manner or form for reward or any other purpose.

The user undertakes to refrain from any infringement of the Council's copyright to the data and to guarantee that all other persons to whom the User makes available any copyrighted data obtained from the Council for authorized purposes, including partners, employees, clients or professional advisers shall do likewise.

6.4. Indemnity

The Municipality shall not be liable for any loss or damages suffered by the User because of any inaccuracy in the service or data supplied.

ANNEXURE F

MOSSEL BAY

MUNICIPALITY:

PROJECT MANAGEMENT

PRINCIPLES, RULES,

GUIDELINE & CONDITIONS



THE MOSSEL BAY MUNICIPALITY

FOR ATTENTION: THE CONTRACTOR AND CONSULTANT

APPLICABLE TO ALL PROJECTS WITHIN MUNICIPAL JURISDICTION WC043

PROJECT MANAGEMENT

PRINCIPLES, RULES, GUIDELINE & CONDITIONS

VERSION: SIXTEEN (16.0)

TENDER:

DATE :

1. Commencement

Each Tender must start with an Inaugural meeting a.s.a.p. (sometimes this meeting is held during the 21day appeal period at risk to the contractor) with the aim of sorting project administration matters. These include:

During the Inaugural / Kick-off Meeting:

- Obtain the signature of Directorate Director for "Offer & Acceptance"
- Signed OHS agreement CR 5(1)(h) form – by both parties
- Letter of Good Standing – Workman's Compensation Fund
- Project Insurance – Risks & Accidents
- Bank / Performance Guarantee - usually 10%
- Approved OHS Plan – approved by OHS agent & Municipal H&S officer
- Engineer to inform all I&AP & Ward Councillors of work about to start
- Initial Programme & Cash flow – must be approved by Engineer, basis for claims
- P.P.E. & Road Signage - available or on order
- Construction signage / warning signs / required barricading
- All outstanding construction drawings from Engineer
- Any Department of Labour requirements/notifications (e.g. work permit)

Commencement of Works:

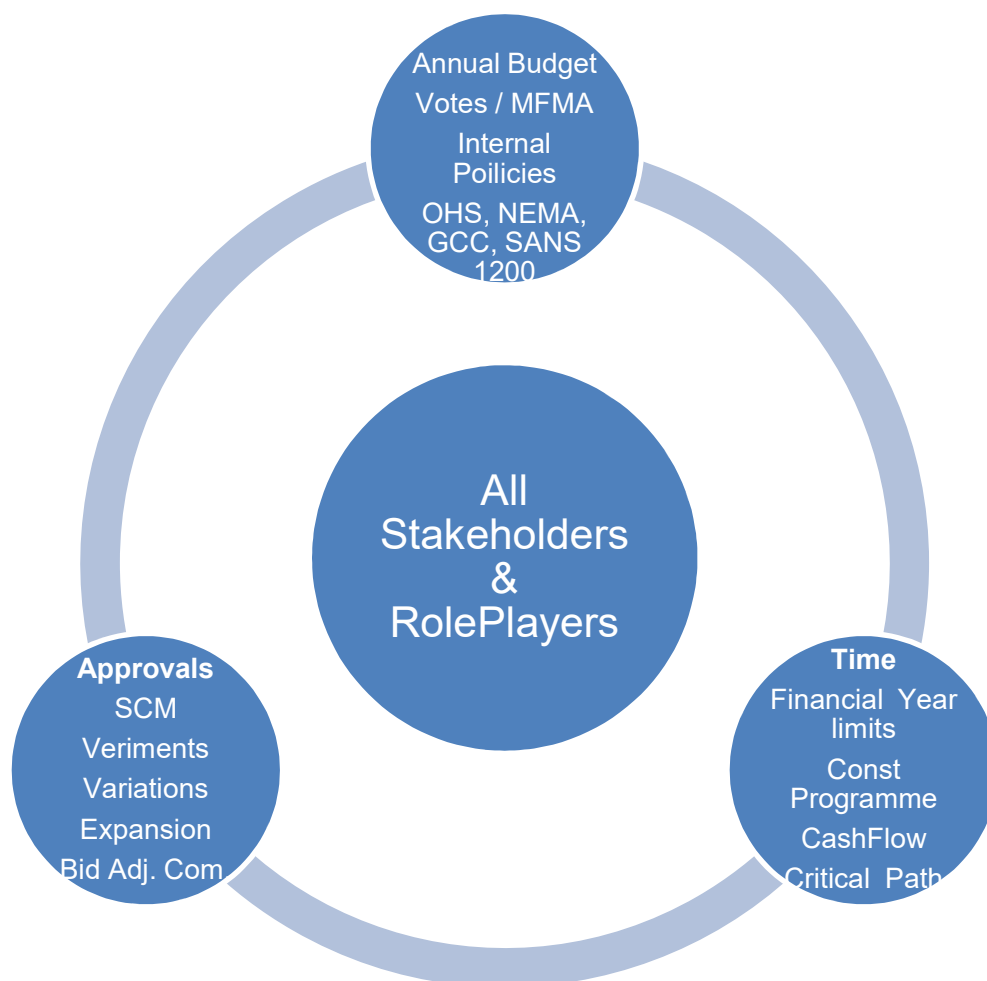
- All of above must be complete and in place before physical Construction can start
- Entails Contractual Site Handover to the Contractor (GCC)
- Normal Administration & Monitoring by the Engineer (or delegated ER)
- Ongoing daily/weekly site visits & monthly project meetings
- OHS Officer safety audits & ECO audit, project meeting & minutes
- Progress Reports: cashflow, construction programme
- Payment Certificates, Grant claims & general reporting (MIG / EPWP / LIC)
- Variance Control – delays, variation orders (VO), tender expansion & claims

Closure:

- Near practical completion – start snagging, compile snag list for action
- Issue Practical completion with snag list
- Compile and submit all as-built data & ESRI ArcGIS information
- Issue Completion Certificate – usually 2 weeks after Practical
- Upload all project audit documentation onto Online Collab Capex Archive
- Defects Liability Period commences – 12 months
- Final Approval Certificate – 5% Retention release
- Latent Defects Period follows

Upon Completion - CR 7 (1)(e) - hand over a consolidated health and safety file in terms of the construction work and must, in addition to the sub-regulation (2)(b), include a record of all drawings, designs, materials used, and other similar information concerning the completed structure.

2. Municipal CAPEX: Project Management Triangle



73. Roles & Responsibilities: The Engineer

It is worth noting that the Municipal officials sitting in this meeting play only a small role in the greater Municipal body of almost a 1000 employees. Given the Municipality's annual budget & vast service delivery workload, these officials will most probably only be able to attend the site meetings and do ad-hoc site visits when in the vicinity. Due to lack of staff capacity we simply cannot manage all the Department's projects ourselves and inevitable we must outsource the design, management, supervision and execution thereof.

Thus, the function of the Engineer is to administer the Contract as agent of the Municipality, in accordance with the provisions of the Contract. Meaning the Consulting Engineer represents the Municipality and is appointed as the principal Project Manager. The Consulting Engineer takes full responsibility for his design, the execution, construction monitoring, overall supervision, quality management and approval of final works. It is NOT the responsibility of Municipal staff to highlight shortfalls on site, to point out obvious design flaws or lacking safety issues. The Engineer is the project manager and must show integrity for his work and for the final product at handover. No blame gaming or in-fighting will be tolerated during execution. For further reference please refer to latest GCC, ECSA Professional Engineer: Code of Conduct and your PSP Tender: Terms & Conditions.

4. Roles & Responsibilities: The Contractor

The Contractor shall design (where applicable), execute and complete the Works and remedy any Defects therein in accordance with the provisions of the Contract. The Contractor must execute works in accordance to all Legislative & Statutory laws, Basic Conditions of Employment Act, OHS rules and regulations and applicable Environmental Laws (NEMA). For further reference please refer to the latest GCC and your Tender Document Terms and Conditions.

5. Roles & Responsibilities: The Employer

The Municipal Official have a different function to fulfil, namely to represent the Municipality, the local community, the taxpayer and the general Public. To act in their best interest for a fair and equitable execution of the Project. To ensure & safeguard the well-being and interests of the Municipality; to ensure the provision of services to the local community; to enforce the policies and programs of the municipality; to ensure financial integrity during execution. To ensure that administrative policies, procedures and practices are in place; to ensure accountability and transparency, to ensure that all contractual matters & budget control is dealt with in terms of MFMA & Municipal Internal Policies & Procedures. To monitor the Consultant, the Contractor, the Project performance, the cash flow and progress including OHS & NEMA compliance.



6. Project Communication & Leave/Absence

All formal project communication, site instructions, site notes, variations, deviations, omitted, design related, OHS & Environmental issues must go through/via and be dealt with by the Project Manager e.g. the Consulting Engineer / RE. The Consulting Engineer must manage all communication to and from site. This will eliminate any ambiguity or discrepancy – the responsibility rests with the appointed Consultancy. The Project Manager must also manage site related request for information e.g. liaising with all I&AP, location of existing services, property ownership etc. Any and all Media related information must be dealt with by the Municipal Media Liaisons officer.

Communication is time bound - meaning when an official ask for information, we expect an answer within a working day where practical. Please respond to our questions and concerns timely. If you cannot please respond, do not leave queries hanging or ignore the request, or worse not follow up on them. This is unprofessional and will be reflected in your evaluation.

Leave/Absence of Key personnel - if either the contractor or Engineer plan on taking leave please inform the MBM in advance. Identify an equally qualified stand-in person, along with their contact details. The person that will act in your absence must be suitably qualified or better, be brought up to speed on all project matters, have full access to project data and data storage location. When information is sourced during your absence/leave period, the person delegated must be able to obtain such information and have the authority to make decisions during this period.

7. All Stakeholders / Role-players

The Project Manager must ensure that a quality Communication Strategy is implemented – meaning that the correct and necessary information is timely distributed to all Stakeholders & role-players:

The following stakeholders are crucial for project success during execution:

- The different Directorates involved or affected (e.g. essential services; property owners)
- Liaise directly with relevant Head of various Departments & their Subordinates
- The Supply Chain (SCM) & Finance Department (Creditors)
- Contractor & Consulting Engineer, RE, ER, Site Agent, SHE Reps.
- Ward Councillors & Ward Committee Members
- The Local Community & Local Residents,
- Shake/Shake process, Local Labourers & CLO's
- Environmental Compliance - Environmental Control Agent/Officer (ECO)
- General Health & Safety on site - OHS Agent/Officer
- Grant Fund Representatives or External Organizations (MIG/Housing/EPWP)
- Other Interested & Affected Parties
- Any and all Media goes through the Municipal Media Liaison Officer

8. Standardization: Project Meeting Minutes

The following information must be present during all Project Meetings, otherwise reschedule the meeting until the information is available.

- The minutes cover page must be a Summary Page or “snap shot” of the Project with essential info breakdown with all dates, values, mSCOA Votes etc.
- Up to date Cash Flow, including a forecast/projection to completion
- Up to date Construction Programme showing progress to date and percentages
- Reporting Compliance: signed & completed Grant Funding Forms (e.g. MIG/EPWP)
- Up to date Plant / Machine / Labour on Site Lists
- All Site instructions, Site Notes, Deviation, Variance, VO's, extra works, omission, rulings.
- Safety Audit Report / Accidents & Incidents / OHS issues

9. Standardization: Construction Programme

The Construction programme must be scrutinised, carefully studied and extensively queried before it is approved by Engineer. Once approved this is the Legal binding timeline and any deviation hereof will be dealt with in terms of GCC (but subject to available Council Funds)

- Must be presented in Microsoft MS Project format – Gantt Chart or similar
- Must show the complete breakdown of work items/pockets – W.B.S.
- Must show the critical path (CPM), duration, lag and /or latest start times
- Must clearly indicate dates, start/end and milestones
- Show % Complete, % Remaining versus Contractual Time

10. Standardization: Cash Flow & Payment Certificates

- Updated Cash flow - % Spend, % Remaining versus Time
- Must show all contractor(s) certs to date
- Must also show your fee account to date
- Must be accumulative and simplistic - one page summary
- Must show mSCOA Vote Splits or intended claim structure
- Must correlate to the Tender Amount, the Vote and % variance & adjustments

Contingencies are the only safety-net funding the Municipality have against any unforeseen - namely weather delays or Extension of Time claims. Contingencies are not the Engineer's “play-money” to be used as an afterthought in design improvement and may not to be utilized whilst physical construction progress on site is still below 80%. Only once the 80% expenditure threshold have been reached, and there is no foreseeable risk, then only may the 10% Contingencies be taken into account, subject to SCM Policy and final approval from the Department HOD, SCM and Directorate Director.

The original & signed Payment Certificate may be handed in directly at our Main Building in Marsh Street, Creditors in Finance Department. Preferably a PDF emailed to admin@mosselbay.gov.za for capture and electronic processing. Please CC the relevant HOD for his record keeping. Please note that any Certificate must contain a signed cover letter from the Engineer certifying the total claimed amount, must include the signed invoice from the Contractor along with a BOQ summary.

Payment Certificates that are not original and/or not signed by both parties, will not be processed under any circumstances. Also note that in accordance with your Tender and MFMA, the

Municipality have 30 calendar days to settle payment from the date that the Certificate was received by the Finance Department and NOT the date on the Certificate or the date left at the HOD's secretary. Any variation from above will only delay the payment process. It remains the responsibility of the Engineer & Contractor to follow above procedure diligently. If there are any queries on the payment progress, please refer directly to the Creditors.

11. Standardization: Site Staff & Personnel

All-round quality supervision is crucial – both from the Contractor and Consulting Engineer's side. We require experienced personnel on site as stipulated in your Tender Document. If the personnel are not on site, a replacement of equal skill and experience is required, a CV of all replacements must be submitted for approval. The PSP supervision frequency and quantity for each project must be approved with the Department HOD beforehand.

Bidders & Engineers score Pre-Qualification points for the information they submit during Tender stage. This means that all listed Staff & Plant must utilized for this Tender and on-site as stipulated. Contractor's that list resources but do not supply them during Execution is fraudulent and may lead to Contract Termination.

Contract Managers / Site Agents / Foremen / Supervisors / Engineers / RE / ER's - not on site must be replaced by similar or more experienced employees – CV verifiable as per your Tender. In addition - all personnel must be properly qualified, adequately skilled and thorough in the duties they intend to perform. Meaning select the appropriate employee for supervision on your site and monitor his performance. Those that do not perform accordingly will be removed from site in accordance with GCC.

Table below indicates the guideline minimum required construction monitoring & supervision of the Contractor's key Staff & Personnel on site:

	Hrs/Day	Hrs/Week	% Time/wk	
General Foreman	8	40	100%	<i>Min full-time on site</i>
Site Agent	4	20	50%	<i>Min ½ day or ½ week</i>
Project/Contract Manager	1.6	8	20%	<i>Min 1 day per week</i>
Contractor's OHS officer	1.6	8	20%	<i>Min 1 day per week</i>

NB: There must be supervision on site at all times, meaning if say the Foreman leaves site he must ensure that either the Site Agent or Contract Manager is supervising the works. The RE/ER supervision will be determined beforehand and he or she must sign an attendance register or clock in-out to verify the agreed hours per week.

12. Standardization: Construction & Information Boards

The standard large Project Billboard must be placed as close as practical possible to the construction site/works and must come down before Final Approval Certificate is signed. In addition, we request a small 1200 x 800mm construction information board to be erected at each site, for easy view to the Public. This board must contain all relevant personnel & contact details, including cell-phone numbers and after hour details. This is the first line of defence against Public complaints, public questions and emergency situations – do not underestimate the importance hereof.

13. mSCOA Vote Amounts

Vote amounts are fixed as per our Council MTREF Budget or special Council meeting decisions. The Project Manager must keep to the Order amounts. An Adjustment Budget is approved by Council in February month of each year, any proposed adjustment must be submitted before but latest in January. The Engineer should discuss during Dec/Jan any possible under/over expenditure, enabling the HOD to make provision during the Feb Adjustment Budget.

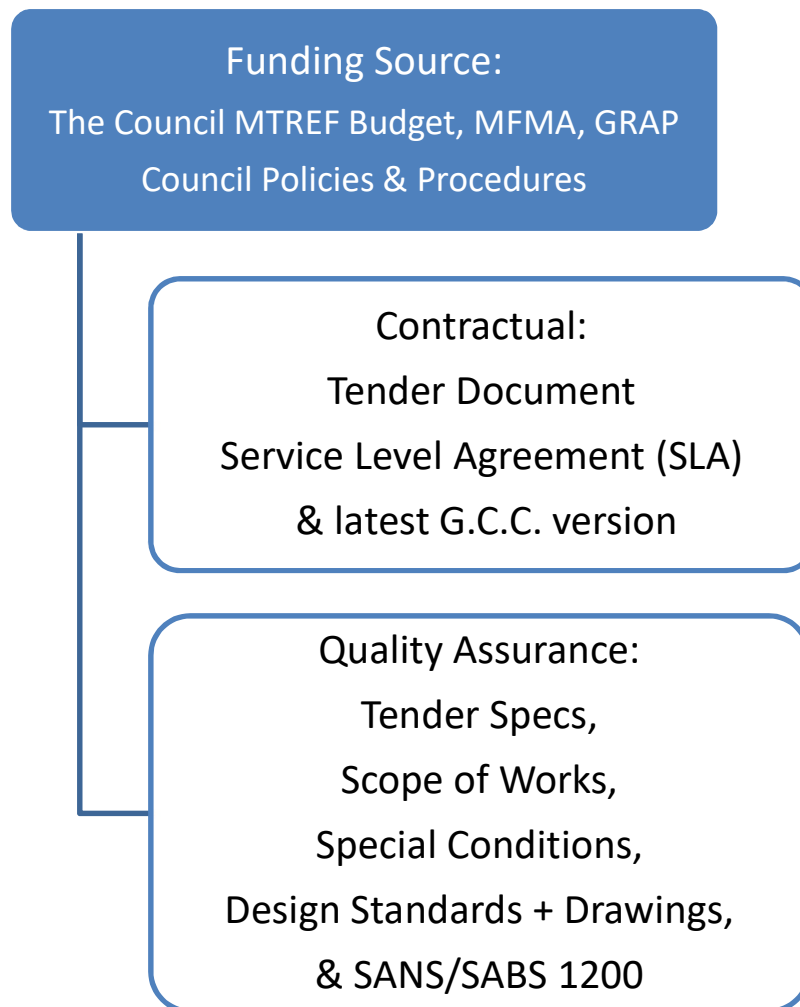
No over-invoicing allowed without prior approval by the HOD, strictly keep to the Order values. Rather slightly underspend by 1-5 % than overspend. Any amount overspend is un-authorised, and will be cross-subsidized by other Votes/Projects by means of a Veriment. Veriments have their limitations and may only be processed Oct to mid May month. Also bear in mind the total allocated Vote amount stays exactly the same, a Veriment is simply a cross-subsidizing mechanism, meaning another project's scope will decrease, also savings from another Vote is not always available or possible – so please stick to the Order amounts. mSCOA Vote numbers must be highlighted on each Payment Certificates and be split if funding source varies. Clearly indicate your Vote splits and keep information clear, simple and easily understandable, do not over complicate the Certificate and claim breakdown. Clearly show previous payments, MOS, VAT and retention.

14. Contractual Framework: SANS 1200 vs. GCC vs. MFMA

Consultants/Contractor must execute works to normal Civil Engineering codes and Standards, at all times. The Tender, the Design & SANS standards will be used on site by contractor and enforced by the supervision & management teams. No deviation and no compromise allowed. All test results must be made available a.s.a.p. and non-conformance dealt with immediately.

Please note that although each Project is executed in accordance to best practise as illustrated below, it is ultimately overruled and governed by the Municipal Financial Management Act (MFMA) and any internal Municipal Policies & Procedures. Bluntly speaking Claims may not necessarily be approved nearing the Financial Year end or when Council Funds are exhausted.

Council funds are limited and governed by strict financial rules (MFMA / GRAP) irrespective of GCC procedures & clauses. Meaning when there is a delay and the Contractor is asking for additional contractual time, it can perhaps be granted but without additional cost to the Municipality. Meaning no additional P&G time-related claims or additional Site Supervision by Engineer. It is thus critical that both the Contractor & Engineer realises that any additional time claim beyond the contractual completion date may not necessarily be reimbursed by the Municipality.



15. Variation / VO's

a Variation Order is any change in the Tender Specifications, the Tender Rates, or New/Additional work not tendered for during Tender stage. Basically new work items, or additional work required above the original quantum and work requested that was not part of the Original Tender, BOQ & Specifications.

According to SCM Policies & Procedures, the following may be the only reasons for a variation. If subsequent to Tender approval, legislation prohibits performance or execution of works or services and alternative ways exist for the performance or execution of works or services. Or during performance or execution of works or services, an unforeseen event happens and alternative ways must be used to execute the works or perform services resulting in a variation or deviation from the specification.

VO request must be accompanied by the following:

- Standard VO forms from SCM with short and to-the-point motivation summary
- Overall financial implication on Contract amount (% under/over BAC Amount)
- Signed original Cost estimate and/or contractors cost estimate/quote

Please note all VO's will be flagged & scrutinized by Auditors, meaning these documents need to be correct, signed and approved by all parties - BEFORE any work may commence. No work may be carried out first with approval to follow. Also bear in mind that approvals are by no means

guaranteed. Thus any cost implication / overrun due to Unauthorized Expenditure may be for the Engineer & Contractor's account if approval was not obtained prior to the instruction and/or execution.

16. Tender Expansion

If any Expansion approvals are not in place, it is viewed as an Unauthorized Expenditure and the appointed Consultant and Contractor may be held accountable for the expense. This means that strong financial control and quality Project Management is expected to eliminate such instances. Expansion (incl VAT) is solely based on the Bid Adjudication Committee (BAC) award letter amount. This Rand value forms the basis of the Expansion calculation (incl VAT). This Rand value is the Contractor's tender ceiling and any expansion above this threshold must first be approved.

Expansion (incl VAT) up to R200 000 (but still < 20%) above the BAC Appointment Letter value – the Director and SCM Head must first approve/sign before allowed to proceed. (normally this takes 3 - 4 working days)

Expansion (incl VAT) over R200 000 (but still < 20%) - the Bid Adjudication Committee must first give approval before allowed to proceed. (Normally 1 - 2 weeks)

No Expansion above 20% of BAC Award Letter amount is allowed due to Legislation, meaning no Civil Construction Tender may be expanded beyond 20%. Any expenditure over 20% is viewed as an Unauthorized Expenditure and the appointed Consultant and Contractor may be held accountable for this expense.

17. M.I.G. / E.P.W.P. Grants (where applicable)

External Grant funding (e.g. M.I.G. / E.P.W.P.) is a Municipal priority, certificates to be handed in latest the 20th each month. Provide a detailed breakdown of costs, the local labour EPWP forms and highlight any retention monies, applicable mSCOA Vote numbers & splits.

The EPWP / LIC Data Capturers will facilitate the Shake-shake Process that Mossel Bay Municipality follow to select beneficiaries. The Data Capturers will assist with the data collection and completion of the required forms. The information required on the forms are the following:

- Budget
- Expenditure
- Person days work/Persons days trained
- Beneficiary Information
- Daily Wage
- Training
- Funding Department

This information must reach the Data Capturers 7 days before the project starts in order for them to capture the data and register the project.

18. Health & Safety (OHS)

SCM	Value	Risk Assess ment	OHS Plan	CR Form	5(1)(k)	Sec 37 (2) Agreement	SLA	OHS Agent	OHS Spec
Petty Cash	0 - R300								
Three Quotations	R300 – R30 000	x		x		x			x
Formal Written Quotation	R30 000 - R200 000	x	x	x		x	x	x	x
Annual Tender	> more R200000	x	x	x		x	x	x	x

The new Construction Regulations 2014 place more stringent Health and Safety obligations on a wide range of parties who are involved in construction work, including the CLIENT (person for whom construction work is being performed), the DESIGNER (which includes an architect or engineer), the Principal Contractor (an employer appointed by the client to perform construction work) and the Contractor (an employer who performs construction work). In terms of the Construction Regulations 2014, the CLIENT must prepare a suitable, sufficiently documented and coherent site specific Health and Safety Specification for the intended construction work based on baseline risk assessments, for issue not only to principal contractors for a construction project but now ALSO to the DESIGNER who is obliged by these Regulations to take the Specification into consideration during the design phase AND include it in the tender document. (This duty falls to the Client's Safety Agent where so appointed.)

Such baseline risk assessment must ensure a proper analysis of all the activities at the construction site to identify the high-risk activities that must be addressed in the Health and Safety plans of the principal contractor and other contractors. The new Construction Regulations have also amended several definitions which formed part of the old Regulations. An important change is that an Agent or Designer may no longer be any person, but must be a *competent* person, who is required, amongst other things, to be a person with the required knowledge, training and experience, with the additional requirement that such a competent person must now also be a person who is familiar with the of the OHSA and the applicable Regulations made under the OHSA (including the new Construction Regulations 2014).

The Designer must, among other things, ensure that the relevant Health and Safety standards are complied with during design, take into consideration the Health and Safety Specifications submitted by a Client, inform a Client in writing of any known or anticipated dangers or hazards relating to the construction work and make available all the relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered. In order to be prepared for the implementation of the Regulations from 7th August 2014, we recommend that in the interim, where applicable, you: Appoint a Client Agent *early* in the design process to guide you / the Client and have them attend your design meetings. Issue only *site specific* Health and Safety Specifications already containing the requirements of the new Construction Regulations 2014. Appoint only Safety Agents who are already Professionally Registered with a recognised institution or association and have verifiable construction experience and who are working towards SACPCMP registration as required.

Medical certificates of fitness: All persons working on a construction site must undergo a medical test to determine their medical fitness. The Construction Regulations 2014 require that all contractors must ensure that ALL his or her employees have valid medical certificates of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner in the form of Annexure 3. The exposure that the worker may be subjected to should be identified and then a medical examination in line with that exposure should be conducted. In the old Construction Regulations of 2003, the medical certificate of fitness was only required for employees doing defined risk work and was valid for one year. The medical should still be risk based as the new Construction Regulations 2014 still define specifically that employees engaged in high risk work on a construction site, including work at height, work on suspended scaffolds, tower crane operation, driving a construction vehicle or operating mobile construction plant, require a medical certificate of fitness.

The new Construction Regulations 2014 state that the medical certificate must be issued by an occupational health practitioner. The Occupational Health and Safety Act defines an occupational health practitioner as “an occupational medicine practitioner or a person who holds a qualification in occupational health recognised as such by the South African Medical and Dental Council or the South African Nursing Council”. The Principal Contractor must sign the CR 5(1)(h) form. OHS Penalty Fee - applicable to both the Contractor and Consultant. All site workers must wear the appropriate PPE at all times, no excuse will be tolerated. First PPE - then work – no talk of “ the PPE has been ordered” or “the PPE will be here by this afternoon” – unacceptable, stop work and wait for PPE. Non-compliance will result in a Penalty Fee to both parties. All persons on site must have a valid medical certificate of fitness issued by an Occupational health practitioner in the form of Annexure 3 as stipulated in Construction Regulation 7(1)(g)

Any safety issues must be given immediate attention by the Consultant – he remains accountable although the OHS have been delegated to an appointed OHS Officer. The appointed OHS officer must be a member of a statutory body approved by the chief inspector as stipulated in Construction Regulation 8(6). Barricading – no danger tape is allowed. Construction site signage must be visible to the public at all times. Both the construction site & all excavations to be fenced off with a rigid orange nylon netting. Example hereof would be NETLON Fencing 1m high, supplied in 25m long rolls.

19. Environmental (NEMA)

Please note it is the responsibility of the Consultant (or delegated authority to Environmental Consultant) to control, assist, guide and comply with all NEMA regulations. This includes all notifications, informing to Interested & affected parties and making sure the project is in accordance with required legislation. The Municipal Environmental Control Officer (ECO) remarks - where Environmental Consultants are appointed to obtain the Environmental Authorisation (EA) the Terms of Reference for the EAP must include the following:

- Conduct the process needed to obtain the Environmental Authorisation, including the Public Participation Process.
- Informing all stakeholders (e.g. registered I&AP's, DWA and relevant government departments) of the EA decision.
- Inform DEA&DP that the EA is accepted.
- Advertise the EA and the appeal procedure
- Brief the Consulting Engineer on the implications of the EA conditions

- Inform DEA&DP when the work will commence.
- Amend the EMP and submit to DEA&DP for approval.
- Brief consulting engineer on the EMP
- The appointed EAP must do the monitoring and serve as ECO during the project.

All Tenders where an Environmental Approval (EA) is necessary, should contain a provision which require the following:

- The inclusion of all EA conditions, once the EA is obtained
- The inclusion of the EMP conditions, once the EA has been obtained and the amended EMP is approved by DEA&DP
- The work cannot commence within 20 days of the date of the EA
- The work cannot proceed until the amended EMP has been approved by DEA&DP.

Role of Municipal Environmental Officer includes:

- Advising project managers on the applicability of environmental legislation
- Advising project managers on the process to be followed if environmental authorisation is required.
- Conduct ad-hoc site inspections to check compliance with Environmental Authorisations

The role the Municipal Environmental Officer excludes:

- Serving as the ECO for all municipal projects
- Compiling Environmental Management plans for all municipal projects
- Obtaining environmental authorisations for all municipal projects

The following list represents the basic Do's and Don'ts towards environmental awareness, which all participants in this project must consider whilst carrying out their tasks. These are not exhaustive and serve as a quick reference aid. NOTE: ALL new site personnel must be briefed on environmental awareness. Please inform your foreman or manager if you have not attended such a presentation or contact the Environmental Control Officer (ECO).

Notes: Should any animals such as tortoises or snakes be encountered do not harm them. They will move away by themselves. The harming of any animal will result in disciplinary action. If there is a snake that poses a threat to humans, CapeNature must be contacted for the safe capture and removal of the snake. Ensure that vehicles and machinery do not leak fuel or oils. Refuelling or maintenance must be done within the site camp area only.

20. Local Labour: Shake-Shake & CLO (where applicable)

Unskilled Local Labour is seen as a sub-contractor that assists the Main Contractor, thus appointment hereof rests with the Main Contractor (with technical assistance from the Consultant and Officials).

Suggestion - arrange both CLO (if applicable) & Local Labour on the same evening as Shake-Shake. ID's & Bank Statements must be handled by Main Contractor (and/or C.L.O.) The L.E.D / S.E.D. Team only handles the event admin namely the Shake-Shake Advertisement, Loud Hailing, Notice Boards and organise the event hall.

The Consultant & Contractor must both attend these meetings and give relevant feedback to the public. To be present: LED Team member, a Senior Consultant person and Senior Contractor person. The Engineer must answer all questions regarding Scope of Works and contractual restrictions. Bring along A0/A1 drawings and display on the walls showing the extent of the project only. The Contractor must clearly stipulate his requirements from the workers and difficulty level expected of them.

Practical suggestion: For Hard Labour interviews – use a 25 Kg weight (e.g. Sugar bag) to ensure minimum physical requirements – lift 5 times & walk around. Also inform the attendees that will be required to undergo a Medical Fitness examination to obtain a Fitness Certificate. Any attendee with a known ailment or a medical condition prohibiting them to do hard labour, must before submitting his or her name, notify the officials. Any political interference must be reported to LED team members and Ward Councillor a.s.a.p.

Suggested Remuneration – R120 - 140/day flagman & R180 – R200/day for hard labour - all inclusive Cost to Company and UIF contributions. These values subject to change – please work closely with the LED members. Request to facilitate shake-shake must be lodged at least two weeks before labourers are needed, see contact details at the back of this document for officials.

The Shake- Shake background: The requirements for this standard operating procedure will ensure that there will be no confusion between the different Municipal Departments involved in the shake-shake as to who is responsible for what duties and what role their department is playing in the shake – shake process. The SOP has therefore been designed for a degree of consistency in procedure and documentation which can be modified to suit the circumstances of the individual organisation. Purpose: To provide instruction to the different Municipal Departments regarding the shake - shake and also assist the officials involved in the shake-shake so that each Municipal Department know what their duties entail and has a clear understanding of what is expected of them regarding the shake - shake. Responsibilities: It is the responsibility of the Departmental Head/Director to ensure that this procedure is adhered to within their own section.

Standard Operating Procedure: Public Participation Office: The Municipal Department in need of a shake – shake informs the Public Participation Office two weeks in advance for logistics to be arranged. This notice need to include the details of how many workers are needed, the ratio between men and women needed for the project, where the project will be and the intensity of the work. The Public Participation Office will book the venue. The Public Participation Office will inform and invite the Ward Councillor, PR Councillor and the Ward Committee members of the ward/area where the project will take place. The mentioned individuals will only be present in an observing capacity. The Public Participation Office will inform the relevant Municipal Department, the LED and EPWP officials who assist with the facilitation of the shake – shake.

Municipal Department Responsible for needed shake – shake: The Municipal Department who requested the shake – shake must inform and invite the consulting engineer and the contractor that will work on the project to the shake – shake. They will give an overview of the project to the community.

Shake – Shake process: Notice of the shake – shake must take place via the Public Participation Office with the relevant medium of communication that works for that specific community/area/ward. The community needs to put their names on the name list to be considered for the shake – shake as they enter the venue. Each name will have a number and these numbers will be placed in a box. An Official from the Public Participation Office will inform the public/community of what a shake – shake is, how it works and how many workers is needed. They also inform the public/community that reserves will be drawn. The contractor or consulting engineer will explain the project and what is expected from the people whose names are drawn. The public then draws the names. The people of the names that were drawn stay behind to receive additional information and to make arrangements.

Records: The Public Participation Office prepare a report of the shake – shake. This report includes the relevant names that were drawn and those names of the reserves drawn at the shake – shake. The report is distributed to the relevant Municipal Departments, shake – shake team, Director of Corporate Services or responsible person for Public Participation, Speaker and Admin (Collab for record keeping). The Municipal Department who requested the shake – shake are responsible to ensure that the consulting engineers and contractor receive the names drawn at the shake – shake.

Aftercare: It is the responsibility of the Municipal Department who requested the shake – shake to ensure that the contractor make use of the names that are drawn at the shake – shake. EPWP are responsible to check when they receive the monthly project reports from the contractors, that the names on the report correspond with the names drawn at the shake – shake. If not, they need to report this to the relevant Municipal Department responsible for the project. It is the responsibility of the relevant Municipal Department to appoint a Community Liaison Officer (CLO) where one is needed. The CLO needs to report to the Municipal Department involved and all complaints and issues should be handled by that Municipal Department. It is the responsibility of the Municipal Department to ensure that the complaints are communicated to the contractor via the consulting engineer.

The EPWP / LIC Data capturer's duties include:

- Transfer raw data to the relevant EPWP Offline template
- Capture EPWP projects on the reporting system
- Keep proper record of all reporting as well as beneficiary details
- Perform other duties as required by Provincial EPWP Unit
- Offer advice to contractors and consultants on the process of capturing data agree on deadlines for the capturing of required information.
- Set up internal EPWP Forum meetings with relevant departments within the municipality
- Search for EPWP compliant projects within the Municipality
- LED Administration

21. Traffic Control

All Traffic management must comply with the latest SA Road Traffic Signs Manual - Chapter 13.

22. Photographic records

Consultants & Contractors must keep a minimum photographic record of "before, during and after" with a minimum 15 Megapixel camera. The photos should be taken at key points on site with the same composition, angle and background landmarks - example would be the inclusion of a site landmark such as a church tower or street name or fence line. The photos will then be used for Audit Queries and also during compilation of close-out Reports.

Another important reason, if an investigation is lodged, or allegation made, the photos are sometimes the only saving grace and gives concise evidence. Take photos of site demarcation, barricading, the surrounding areas, private property, driveways, over weekends etc. a Photo in most circumstance will be your only evidence against claims, allegations or formal investigations. If no photographic evidence is available it remains the Engineer and/or Contractor to proof against the claim/allegation and may lead to unforeseen expenses or repairs due to insufficient proof. Tip: Always keep a daily photo record of the entire site and surrounding areas.

23. General work etiquette, ethics, behaviour & attitude

Both the Engineer and the Contractor are employed to act on behalf and execute works as if though you yourself are employed by the Municipality. Meaning both the Engineer and the Contractor must abide to the Mossel Bay Municipality's Work Ethics including the "Batho Pele" Principles. The term Batho Pele means '*People First*'. In this context, Batho Pele means putting other people first before considering your own needs/yourself. With special emphasis to the principles of: "**Courtesy** – Staff must be polite and friendly to the Public and should be treated with respect and consideration. Telephone etiquette is vital and correspondence must be respectful. **Value for Money:** We need to make the best use of available resources. Avoid wastage of time, money, and other resources. It also means eliminating waste, fraud and corruption and finding new ways of improving services at little or no cost. "

Any related person to the Works and/or Execution thereof namely the Consultant, Contractor, Sub-Contractor, Suppliers, ECO, OHS Officer must at all times act in good faith, be honest, sincere, polite, courteous and act with due care and diligence. You are employed to serve the Public and must treat the Public in general with respect and politeness.

Failure to do so will result in an investigation into the allegation/complaint - if found guilty to misconduct or misbehaviour – it may result in the Works being stopped immediately and/or removal of the guilty person from site and/or remainder of the work being awarded to the Alternative Bidder.

24. Audit Queries

The Municipality must respond within 3 days to all Audit Queries (AG:RFI). If information is requested, please respond timely to our requests. If you plan on taking leave, identify a person that will act in your absence, been brought up to speed on all project matters, have full access to project data and data storage location.

25. Close-out reports & As-Built Data

Please note the Contractor will remain on 10% Retention until all As-Built data have been received. The PSP will remain on 5% until his Close-out report & ESRI Arc GIS As-Built data has been received and successfully uploaded onto the online Collab Capex Archive.

MFMA & GRAP compliance - To sustain our clean Audit we must keep our Fixed Asset Register accurate, current, live and updated. This means that all Project as-built data must be supplied in a Geo-database (.gdb) format compatible with IT's ESRI GIS ArcMAP 10.3 (or latest) including all associated metadata, abbreviations, dates & times. The As-built must be Geo-referenced in Hartebeeshoek LO23 projection system the same as the surveyor general cadastral data. The Word file has to be included in the final deliverable (or a corresponding text file with the projection information).

Please liaise with IT Department and/or Louis Kruger, the GIS Specialist from ESRI, if unsure. Your information will then be uploaded onto our GIS Server and published on-line. Please ensure that the applicable as-built layer is drawn separate for ease of uploading. All project related data must be uploaded onto the Collab Capex Archive a.s.a.p. after Practical Completion is reached. This data will be used by our asset Department for Capital unbundling onto the FAR.

26. Time & Attendance – a Clocking system and visitation record must be kept of all key staff & personnel, including shake-shake Local Labourers, the Contract Manager, the Site Agent, the Resident Engineer, the Engineer's Representative, the OHS Officer and the Environmental Officer. Anyone visiting the site must sign in the Site Book, in and out next to a date & time, so that the time & attendance is clearly recorded. Also certified colour copies of the workers Identification document, signed payment register with remuneration. These records will be used to ensure construction monitoring compliance as per both the Contract & Consultants Tender and must form part of the Project Meeting Minutes. In addition these records may be requested by the Auditor General (AG: R.F.I.) for verification purposes in line with certificate & payments.

27. Protection of Municipal Assets – Essential services are those that the Municipality provide to the residents and Public and usually reflect in the Rate & Taxes. These include potable water supply, foul sewage, electricity & refuse removal. It remains the responsibility of the Engineer to query & liaise with officials in locating existing services as to protect them at all times. This includes protection of existing Road networks and stormwater systems. Locating services should be done during the preliminary design stage and the affect cost be reflected in the Tender specifications and Bill of Quantities. The Engineer must locate existing services before calling for Tender, due to the cost implication of relocation and/or replacement. Same applies to protection of Municipal assets. The Engineer/Contractor must ensure that Municipal assets are protected against theft or damage at all times. If the construction works will lead to damage then the HOD must be notified and approval given. If during the contract any Municipal asset is damaged or altered, the contractor shall repair to Municipal Standard. Please ensure that essential services are accommodated during the Project execution. Any relocation and lifting of manholes must be part of the project. The Engineer and contractor must ensure anytime-access to essential services, and ensure that they are not obstructed or covered during construction works e.g. with premix asphalt or paving. No Completion Certificate will be issued until these Services had been verified and access is acceptable.

28. Site Camp General

The Contractor must gain approval from the property owner prior to establishing his construction site camp. For Municipal properties approval can be obtained from the Director or Department Head. If the property is private, the contractor must obtain written approval from the owner (not the tenant) and after de-establishment also seek a "happy letter" stating that the property was returned in acceptable state. In general please ensure that the property is returned in a similar or better state than received. Do not remove any erf boundary pegs, shape, fill, excavate or alter the existing natural ground levels without prior approval. Any complaints or claims received due to unauthorized alternations will be for the contractor's account. Please take a photographic survey before the construction camp is erected.

29. Performance Evaluation – Similar to Performance Management System applicable to Municipal Officials, both the contractor and consultant will be evaluated. The Contractor will be graded during each Project Meeting, this performance score will form part of every meeting minute and will add to his overall project score. In severe non-compliance/non-performance the score sheets will form part of the Portfolio of Evidence to cancel the Contract & Tender.

The Consultant will be graded near the end of each Financial year to determine his score/rating and subsequent workload Appointment for the next Financial year. The prevalent theme or golden thread is that of effectiveness and efficiency, meaning: "what value for money have Council received for the full ECSA fees paid? What value was added during design & execution? Did the PSP perform above minimum norms? Was the PSP pro-active during his duties? Did the PSP exercise a quality communication strategy and kept all interested and effected parties up to speed? Did the PSP think out-of-the-box during solution methodology ? Did the PSP excel in his knowledge, expertise and reporting ? Did the PSP have control over his project, the expenses, the progress and quality on site ?

It thus implies the more efficient and effective a consultant is from Initiation to Closure, the better chance the firm will have of being appointed again. It is important to realise that Council have limited funds and that these funds must be utilised effectively and efficiently to receive maximum benefit.

"...top performers will always be favoured above the mediocre..."

30. Relevant Contact Details of Municipal Officials

Directorate: Technical Services		
S Naidoo - Director	044 606 5082	dnaidoo@mosselbay.gov.za
Sewage & Water		
Eric Louw - Head	044 606 5270	elouw@mosselbay.gov.za
Cathy Koelman – Eng Techn.	044 606 5269	cckoelman@mosselbay.gov.za
Danie Lodewyk (Grb)	044 606 5239	dlodewyk@mosselbay.gov.za
John Fitzgerald	044606 5117	jfitzgerald@mosselbay.gov.za
Thys van Zyl – WWTW & WTW	044 606 5273	tvanzyl@mosselbay.gov.za
Electrical / Mechanical		
Morne Olivier - Head	044 606 5083	molivier@mosselbay.gov.za
Awie Terblanche (Grb)	044 606 5242	aterblanche@mosselbay.gov.za
Petrus Harmse	044 606 5084	pharmse@mosselbay.gov.za
Ryan van Zyl	044 606 6201	rvanzyl@mosselbay.gov.za
Zwelidinga Mapisa (Mbay)	044 606 5114	ahuisamen@mosselbay.gov.za
Dawie Zwegelaar (Mechanical)	044 606 5275	dzwegelaar@mosselbay.gov.za
Road, Transport & Stormwater		
Jean Cox - Head	044 606 5252	jcox@mosselbay.gov.za
Solly Beyi (Mall to Danabay)	044 606 5277	sbeyi@mosselbay.gov.za
Supt South – Vacant	044 606 6124	???@mosselbay.gov.za
Altus Eitner (Mall to Glentana)	044 606 5261	aeitner@mosselbay.gov.za
Ralph Dickson (Supt North)	044 606 5232	rdickson@mosselbay.gov.za
Hendrik Schoeman - MIG	044 606 5268	hschoeman@mosselbay.gov.za
Melissa Potgieter	044 606 5256	mpotgieter@mosselbay.gov.za
Chandre Manual	044 606 5256	chandre.manuel@mosselbay.gov.za

HR

Vacant	044 606 6261	cmostert@mosselbay.gov.za
Gert Pieterse (OHS)	044 606 5120	gpieterse@mosselbay.gov.za

Traffic & Community Safety

Henry Williamson - Head	044 606 6200	hwilliamson@mosselbay.gov.za
Antoinette Snyders	044 606 6306	asnyders@mosselbay.gov.za
J van der Linde	044 606 5218	jvanderlinde@mosselbay.gov.za

Parks & Recreation

Abrie Nel - Head	044 606 6129	anel@mosselbay.gov.za
Eddie Jantjies	044 606 5144	enjantjies@mosselbay.gov.za

Waste Management

Majola (acting HOD)	044 606 5156	nmajola@mosselbay.gov.za
Sandiswa Qobongo - Assistant	044 606 6309	sqobongo@mosselbay.gov.za

Fire & Rescue

Joe Johnston - Head	044 606 5036	jjohnston@mosselbay.gov.za
Kobus van der Mescht	044 606 5034	kvandermescht@mosselbay.gov.za
Call Centre	044 606 5121	tippie@edendm.co.za

Media Related – Notices / Publications / Newspaper / Advertisements

Communications Officer Nickey Le Roux	044 606 5226	nleroux@mosselbay.gov.za
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Directorate: Planning & Integrate Services (Town Planning)

Carel Venter - Director	044 606 5073	cventer@mosselbay.gov.za
Shaun Westerberg - Buildings HOD	044 606 5246	obrand@mosselbay.gov.za
Eddie Kruger – Planning HOD	044 606 5070	ekruger@mosselbay.gov.za
Jaco Roux - Planning	044 606 5071	jroux@mosselbay.gov.za
Lindilizwi Mngxekeza - Housing	044 606 5013	mlmngxekeza@mosselbay.gov.za
Environmental Officer		
Warren Manual	044 606 5163	wmanuel@mosselbay.gov.za
Mushfiqah Abrahams	044 606 6314	mushfiqah.abrahams@mosselbay.gov.za

Supply Chain SCM

Duan Scholtz - Head	044 606 5196	dscholtz@mosselbay.gov.za
Juanita Schutte - Annual Tenders	044 606 5198	jschutte@mosselbay.gov.za

Legal Department

Neil Prins - Head	044 606 5110	nprins@mosselbay.gov.za
Melanie Smit	044 606 5125	msmit@mosselbay.gov.za
Douw Steyn	044 606 5011	dsteyn@mosselbay.gov.za

IT / G.I.S. / As-Built Data / Capex Archive

Andre Fraser - Head	044 606 5050	afraser@mosselbay.gov.za
Jolande Kuyler – GIS	044 606 5170	jkuyler@mosselbay.gov.za
Louis Kruger – GIS Specialist from ESRI	021 422 4620	lkruger@esri-southafrica.com

Shake-Shake Process – Obtaining Local Labour / Calling for a Public Meeting

Sima Gweva.	044 606 6509	sgweva@mosselbay.gov.za
Ronea Maart	044 606 6505	rmaart@mosselbay.gov.za

Emergency Scenarios

Joe Johnston – Chief Fire & Rescue - Head	044 805 5071 / 044 279 1415
Kobus van der Mescht - Fire & Rescue	044 606 5034
Call Centre (After Hours)	044 606 5000/5121
Joint Operation Committee J.O.C.	044 606 5107
Ambulance / Medical Services	10177
SA Police (SAP)	044 606 2200

ANNEXURE G
TRENCHING / ROAD
CROSSING: GENERAL
CONDITIONS

1. TRENCHING / ROAD CROSSING: GENERAL CONDITIONS

1.1 FOOTWAY/SIDEWALK

Trenching in any narrow footway/sidewalk smaller than 1,5 meters of average width, must be resurfaced for the full width with similar or better surface material. **Example:** Paved footway/sidewalk: Total width of premiss to be lifted, cleaned, stockpiled and reinstated as per SABs standards. Chip & Slurried footway/sidewalk: Total width of surface to be removed and reinstated as per SABs Standards. Any footway/sidewalk wider than 1.5 meter shall be thoroughly cleaned and slurried if it is of Bitumen material, or as per Technical Services instruction.

1.2 CONSTRUCTION SIGNAGE

The Contractor must provide 2 (two) Signboards, see Detail, per Site (street/block/100 m section), one to each direction and/or near dead-ends. All relevant contact details must be shown, including the Contractor and the RE plus cell phone number(s) and after hour contact details. A site is defined as a work space within the way leave route and confined to the shortest of a street length/residential block or 100 m section of excavation. Multiple sites will require multiple construction signboards.

1.3 PUBLIC SAFETY AND DEMARCATION

The Contractor must barricade all construction sites and trenches by means of a **rigid orange nylon netting** (Netlon Fencing: supply of 1 m high x 25 meter lengths – or similar approved). Provision must be made to provide adequate safe pedestrian alternatives when footways/sidewalks are being excavated. Night time Public safety: If the Contractor fails to close any trench during working hours, the site must be barricaded along with adequate signage, including night time warning lights.

1.4 PARKS & RECREATION

The Head of the Parks Department of the Local Authority must be contacted prior to any excavation in the vicinity of any tree(s) or recreation area. No tree and/or roots may be cut without prior permission from Head of the Parks Department. The method to be used in trenching through any landscaped or planted area must be approved by the Head of the Parks Department beforehand. If excavation takes place on private property the Contractor must contact the Home Owner to obtain permission. Notification letters must be issued to Shop Owners and Residents with the necessary contact numbers along with after hour numbers for emergencies. Work may commence only after approval has been obtained.

1.5 EXISTING VEGETATION

Grass sods (or any plant material) to be removed in neat blocks (300 x 500 mm) including roots and 50 mm of topsoil and neatly stacked as close as possible to the excavation. Care must be taken not to damage any vegetation. Vegetation to be watered regularly. Vegetation to be replaced level and as near as possible to original position. The Contractor is responsible for any heaving/sagging, vegetation damage and replacement to the satisfaction of the Property Owner or Authority. If vegetation fails to take, the Contractor shall re-vegetate the affected area with new plant material, compost and regular watering until growth has stabilized. Same applies to any private or business property; approval must be obtained from the affected Owner. Any follow-up complaints are for the

Contractor's attention and account. Clear & Grub of all vegetation must be done in the least destructive manner as to preserve all vegetation for replanting. The Contractor must protect and replace all flora (trees, grass, bushes, flowers, beddings, etc.) be it indigenous or manmade. Topsoil must be stockpiled and re-used to rehabilitate disturbed areas. Care must be taken not to contaminate this material.

1.6 REMOVAL OF EXISTING

The Contractor must carefully remove, clean and stockpile any surface covering. If any breakage occurs, the Contractor will replace with similar. If no similar is available, the Contractor will replace with material agreed upon between Local Authority and/or Homeowner and/or Property Owner and/or Business Owner affected. The Contractor is responsible for providing quality remedial works and any follow-up works requested by any Property/Business Owner(s).

1.7 RE-INSTATEMENT

Any re-instatement must be done by a competent Contractor appointed by the Contractor at his own cost and subject to SABS 1200 Standards and the Local Authority's Technical Department's satisfaction and approval. The quality of reinstatement must be monitored, verified and approved by an appointed Consulting Engineer and/or test results from an accredited Laboratory.

1.8 NOTICE OF WORK

The Contractor must liaise and inform a minimum 1 (one) week in advance, the Public, the Business Owner, the Home Owner or Property Owner affected, before any construction may begin. This must be done by means of a written notice given to each affected party. This notice must include the contact details of the Contractor, the Consulting Engineer and Sub-Contractor (plus after hour details), including construction dates/times and working hours planned.

1.9 PHOTOGRAPHIC RECORDS

The Contractor must keep a photographic record at all times by taking "before and after" photos of all construction sites and nearby areas with a minimum quality of 5 Mega pixels and date imprint on photo. The Contractor will be held liable for any claim, should the Contractor fail to provide any photographic proof.

1.10 PERIODS OF NO CONSTRUCTION

The Contractor shall stop all construction worked during Public Holidays and the official Builders' Holidays.

1.11 WORKING HOURS

Monday to Friday, from 08:00 start to 17:00 finish. In addition, no work may commence on Saturday/Sunday/ National Public Holidays – unless prior approval is given by the Local Authority. The Contractor shall at all times consider the Noise Pollution as a result of construction and schedule any loud activity at a reasonable time, especially working within residential areas.

1.12 SITE LEGACY

All sites are to be left in similar or better condition than it was in before construction commenced. The Contractor will be held liable for any follow up complaints and claims from the Public. General defects include sagging, potholing, rutting, heaving, cracking or any other defect as stipulated by SABS 1200 Standards. The Contractor will be held responsible for any follow up claims from the Public up to a maximum of 12 (twelve) months. The Contractor shall obtain a signed "Happy Letter" from each Property/Business Owner, stating that all work is to their satisfaction and approval.

1.13 OHS

The Contractor shall at all times adhere to the Occupational Health and Safety Act and Regulations (Act 85 of 1993) and approval of the Safety Officer. This includes a site file, with a Health and Safety Management Plan and the Risk Register.

1.14 BODIES OF WATER

No watercourse, stream, river, ravine or estuary may be crossed without prior approval given to the method and design of the crossing by the Consulting Engineer.

1.15 ACCOMMODATION OF TRAFFIC

All traffic accommodation shall be in accordance with the South African Road Signs Manual – Chapter 13, published by the Department of Transport and to the satisfaction of the Head of Traffic of the Local authority, who reserves the right to have any alterations made to the signage as deemed necessary. Any non-compliance shall result in a R 5 000 (five thousand Rand) Penalty Fee and the site being stopped until the correct road signage and methods are adopted and Penalty Fee paid in full.

1.16 STORMWATER MANAGEMENT GENERAL

Applicable to the entire network route – the Contractor will be held liable for any and all stormwater related damage, including sagging, heaving, erosion, collapse, failure, wash away or whatever reason may occur, directly or indirectly related to the project. This includes soiling of stormwater networks. All trenches/ground works to be reinstated and compacted level with the Natural Ground Level (NGL). Care must be taken not to allow disturbed areas to form a water course – especially in moderate to steep topography. The Contractor is to minimize erosion by means of preventative measures. Excavation in flat areas (0 – 4% gradiënt) normal construction methods apply. In moderate steep sections (4% - 20%) the Contractor to construct earth berms or diversion berms every 10 meters. In severe steep section (20% and more) the Contractor must construct Silt Fences every 5 meters across the trench and/or make use of Geotextile material (“Maccafferi Bio-jute” or similar approved).

1.17 DISRUPTION OF ESSENTIAL SERVICES

The Contractor shall be held liable for any loss in essential services, especially Water and Electricity supply and all associated claims from the Local Authority and the Public sector due to this. This includes any projected losses due to the service disruption.

2. TRENCHING: GENERAL

- 2.1 Category A: Main roads, bus routes, roads and carriageway crossings in industrial, business and commercial areas.

Category B: Residential roads, carriageway crossings, footways and verges, including low volume access roads to group housing.

If trenching through asphalt or concrete, the edges of the excavation shall be cut (50 mm deep) in neat and straight lines. If trenching through paving blocks, cobbles or any other segmental unit, then the units shall be carefully removed and kept safe for reinstatement. All cuttings to be done with a Cutting Machine in straight lines and appropriate depths. The Contractor is responsible for any damage, theft and follow-up complaints from the Public.

- 2.2 If trenching through kerbs, channels or edgings, these must be removed and kept safe for reinstatement. The Contractor is responsible for any damage, theft and follow-up complaints from the Public.
- 2.3 The cost of repairing trench settlements or any other damage due to faulty or negligent workmanship by the Contractor during the 12 (twelve) month period after receipt of the notice of completion of the work by the Contractor shall be borne by the Contractor.
- 2.4 In the excavation of brick surfaced roads and footways, brick pavers must be carefully removed and stored for safekeeping.
- 2.5 All trenches must be compacted according to SABS 1200 Standard specification. The compaction must be tested and the results available to the Consulting Engineer on request. All test results must be kept

for record purposes and must be handed over to the Consulting Engineer in a close-out report. Any Public damage, loss or claim arising thereof shall be for the Contractor's account and as per Indemnity agreement. All sleeves/ducts shall be laid in bedding & blanket as per SABS 1200 Standards. Under Category B roads, the cement stabilized mixture need only be taken to a height of 150 mm above the top of the upper most duct and the remainder of the trench backfilled as specified in Section 3. The top of the cover slab of any underground chamber must be at least 225 mm below finished level. The top of the cover slab of any exposed Manhole chamber must be flush with the finished level.

- 2.6 Open & Close Trench: No trench may be left open after hours – exceeding one block in length or street length or 100 meters – whichever is the shortest. See 1.4. The Contractor will not be allowed to excavate and expose any trench exceeding this length without prior approval from the Consulting Engineer. Minimum disruption to the Public and traffic at all times.
- 2.7 When trenching through kerbs, channels, edgings or any other edge unit, these shall be carefully removed up to the nearest whole unit and replaced. If these units are damaged they shall be replaced with new units to the satisfaction of the Local Authority or Private/Business Owner.

3. BACKFILLING OF TRENCHES

3.1 CATEGORY A: MAIN / ARTERIAL ROADS

- 3.1.1 The backfilling of trenches in Category A roads must comply with SABS 1200 Standards and Specifications.
- 3.1.2 Cement must be evenly mixed with the backfilling material in the ration 1 : 33.
- 3.1.3 The backfill material must be compacted in layers of 150 mm thick and each layer compacted to a density of 98% MAASHTO (or 100% if material is sand) as determined by either a density test result from an accredited Laboratory or any approved method in accordance with SANS 1200 Standards. Failure to do so will be taken as none compliance with the specification and result in backfilling having to be re-done at the Contractor's expense.

3.2 CATEGORY B: RESIDENTIAL ROADS / LOW VOLUME ACCESS ROADS

- 3.2.1 The backfilling of trenches in Category B roads must comply with SABS 1200 Standards and Specifications.
- 3.2.2 The backfill must be compacted in layers of 150 mm thick and each layer compacted to a density of 95% MAASHTO (or 100% if material is sand) as determined by either a density test result from an accredited Laboratory or any approved method in accordance with SANS 1200 Standards. Failure to do so will be taken as none compliance with the specification and result in backfilling being re-done at the Contractor's expense.

A record is to be kept of all test results and to be handed in with the Close Out Report by the Contractor.

4. FINAL REINSTATEMENT

- 4.1 All reinstatement work and materials shall be in accordance with the SABS 1200 Specification. Unless stated otherwise on the Drawings, the following pavement structures shall be used:

4.1.1 ASPHALT ROADS AND FOOTWAYS

Category A (Main / Arterial):

- 40 mm Hot Premix asphalt wearing course (No self-mixing allowed).
- 1 x 150 mm Bitumen treated BTB G2 Base (or C2 Grade) to 98% MAASHTO density.
- 3 x 150 mm G4 Sub-base layers to 95% MAASHTO density.

Category B (Residential):

- 40 mm Hot Premix Asphalt wearing course (No self-mixing allowed).

- 150 mm G2 Base layer to 98% MAASHTO density.
- 2 x 150 mm G4 Sub-base layers to 95% MAASHTO density.

Sidewalks / footways / Parking:

- Minimum 25 mm thick Hot Premix asphalt wearing course (No self-mixing allowed).
- 1 x 150 mm G4 Sub-base layer to 93% MAASHTO density.

A record is to be kept of all test results and to be handed in with the Close Out Report to the Consulting Engineer.

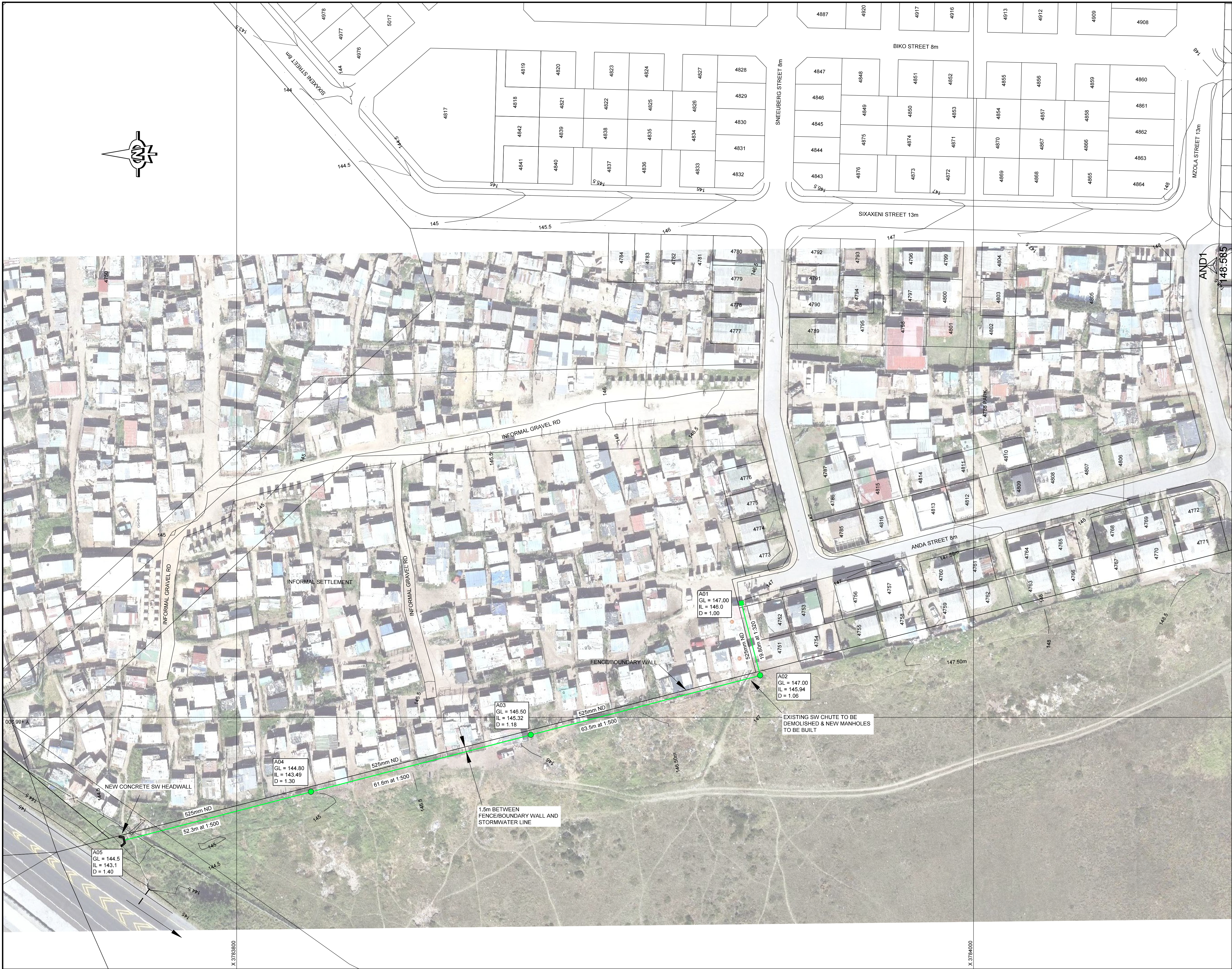
4.1.2 OTHER ROADS

Where the trench is through an existing road, footway, verge or carriageway crossing in surfacing type other than asphalt, then the surfacing type and layer works shall be replaced as per Technical Services Specification. If the original units are damaged and cannot be replaced with similar units, then the Contractor shall use an alternative as specified by the Consulting Engineer. If the existing units and materials are damaged or unobtainable, then they shall be replaced with a similar material as approved by the Consulting Engineer. When trenching through concrete, the edges of the trench shall be saw cut in straight lines. Re-instatements shall be the same thickness of concrete, base and sub-base as original structure. All concrete shall have a 28 day compressive strength of 30 MPa. All joints shall be replaced and sealed with an approved flexible joint sealant.

- 4.2 Finished Surface: The wearing course layer shall extend **at least 150 mm beyond the edge of the trench** so as to adequately cover the vertical joint formed by the side of the trench. The joint between the old and new wearing course shall be cut straight and all surfaces cleaned and all loose material removed. A tack coat of a 30% stable-grade bituminous emulsion shall be applied to the base and sides at a rate of 0.6 l/m², at least 30 minutes before and no more than 24 hours before surfacing.

VOLUME 2

DRAWINGS



LEGEND:

525mm ND
52.3m at 1:170

NEW STORM WATER PIPELINE SHOWING:
NOMINAL DIAMETER OF PIPE, LENGTH & GRADIENT

EXISTING STORMWATER PIPE
TO BE MADE REDUNDANT

EXISTING MANHOLES

NEW SINGLE CATCHPIT

NEW HEADWALL (HW)

NEW JUNCTION BOX (JB)

EXISTING STORMWATER PIPE
TO BE MADE REDUNDANT

EXISTING STORMWATER PIPE

PRELIMINARY
(FOR TENDER PURPOSES ONLY)

0 100
100 MILLIMETRES ON ORIGINAL DRAWING

BEFORE CONTRACT COMMENCES
AFTER CONTRACT HAS COMMENCED

NO	DATE	AMENDMENTS

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Explore Endless Horizons!
MOSEL BAY MUNICIPALITY

V3 CONSULTING
ENGINEERS

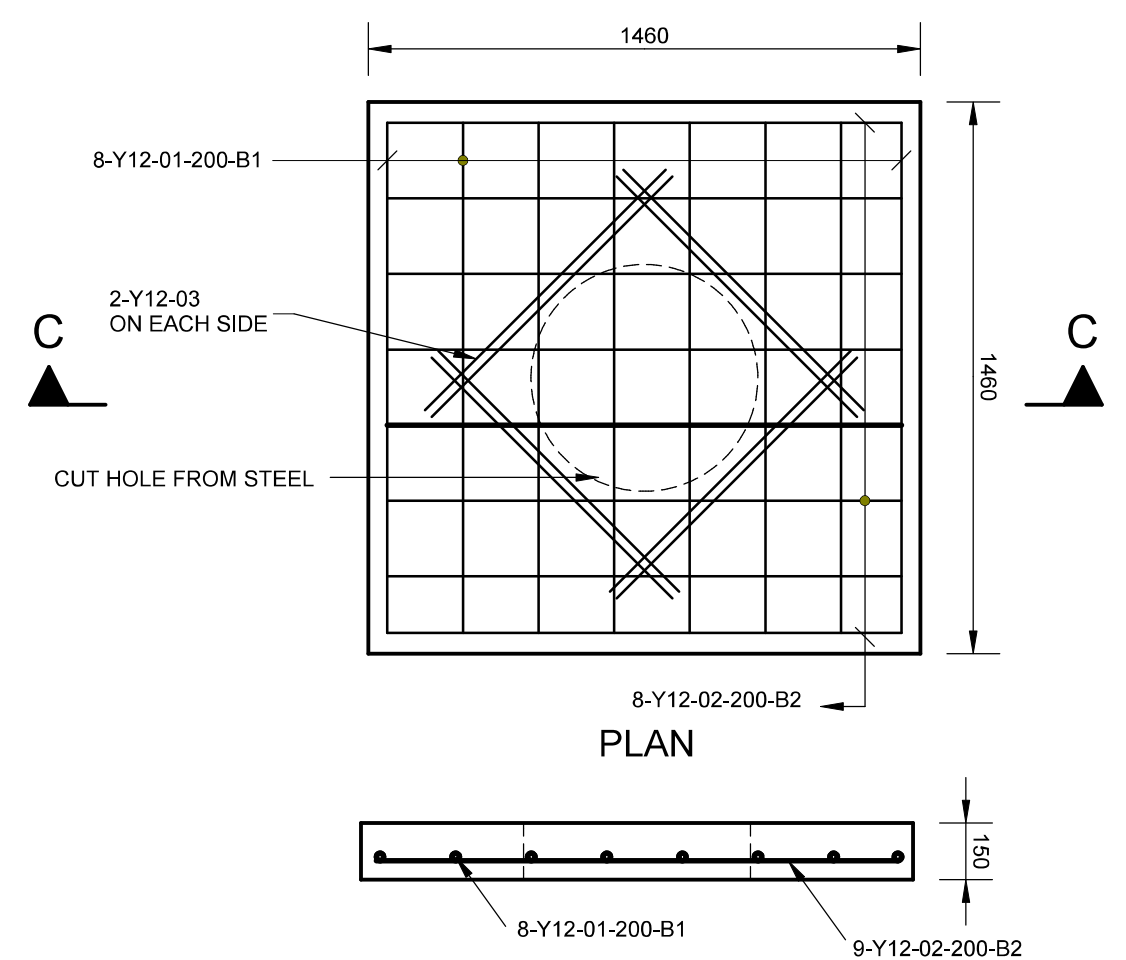
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Mosel Bay, 6500, South Africa

PROJECT
TDR257/2021/2022 UPGRADING OF SW IN
ASLA PARK & EXT 23 & RETAINING WALL IN
NEW SUNYSIDE

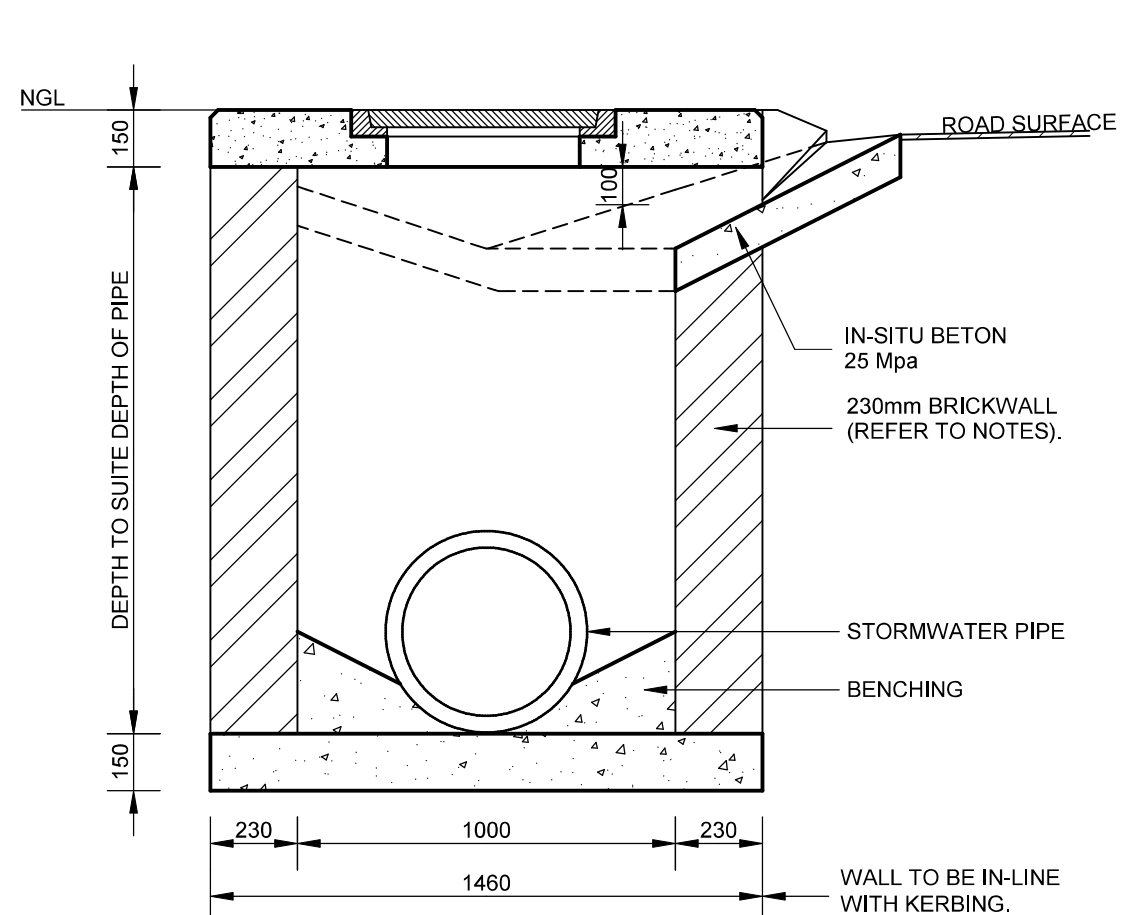
DRAWING DESCRIPTION
STORMWATER LAYOUT PLAN - ANDA ST

DRAWING NO.
10743000-400

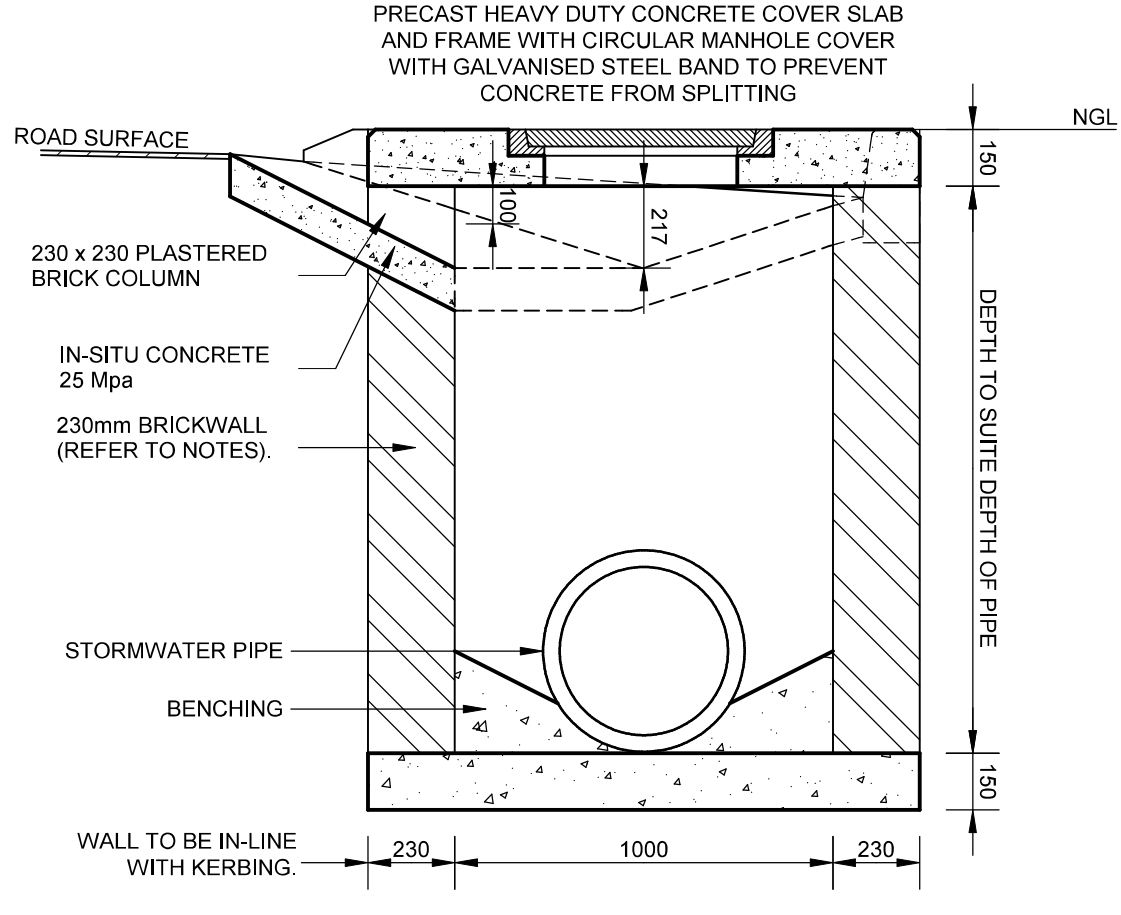
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FILE PATH:	Mosel Bay - 10743000 ASLA Stormwater/04 Doc Proc/04 Draw/10743000-400 (Anda SW Layout).DR4		



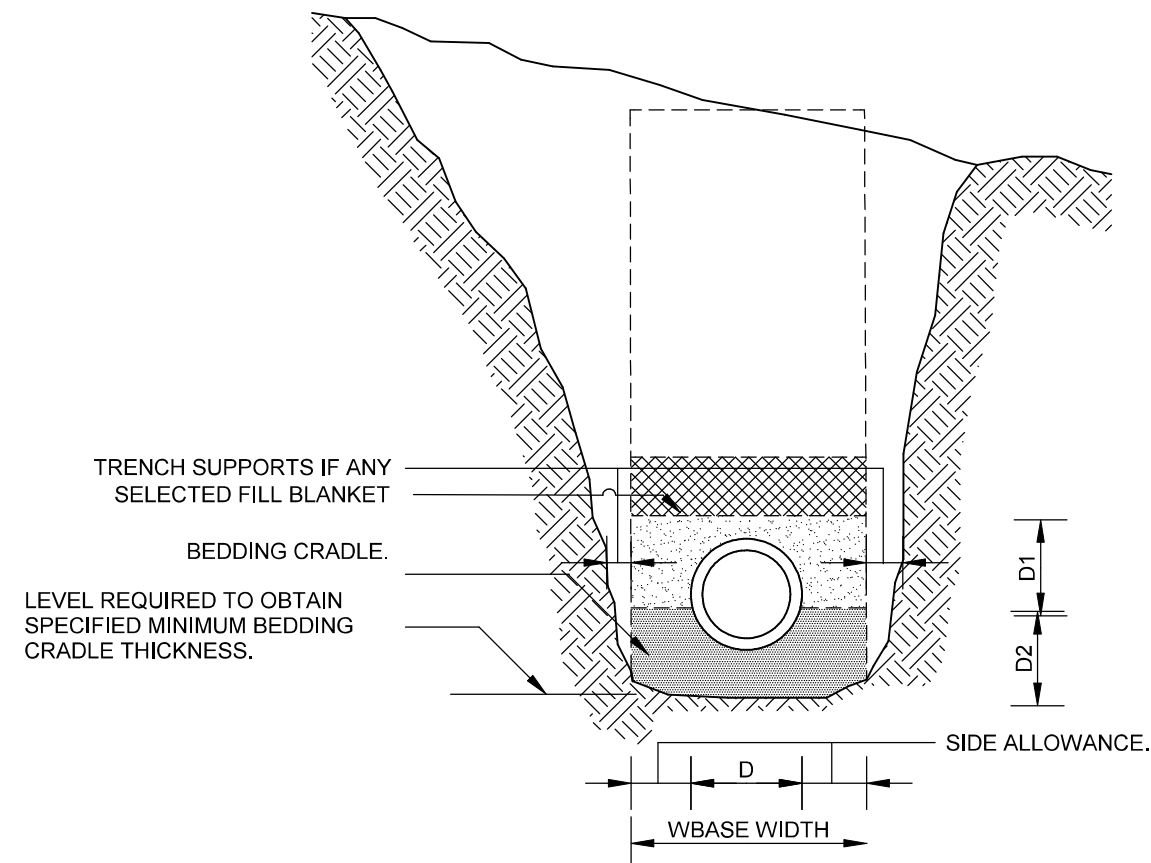
DETAIL SW2.2.4.2:SECTION C-C



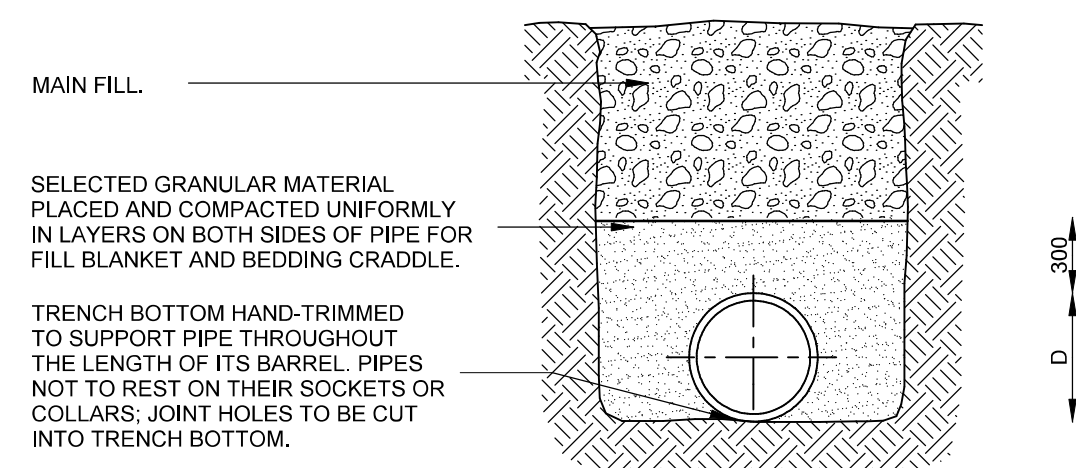
DETAIL SW2.2.4: SECTION A - A
SCALE 1:20



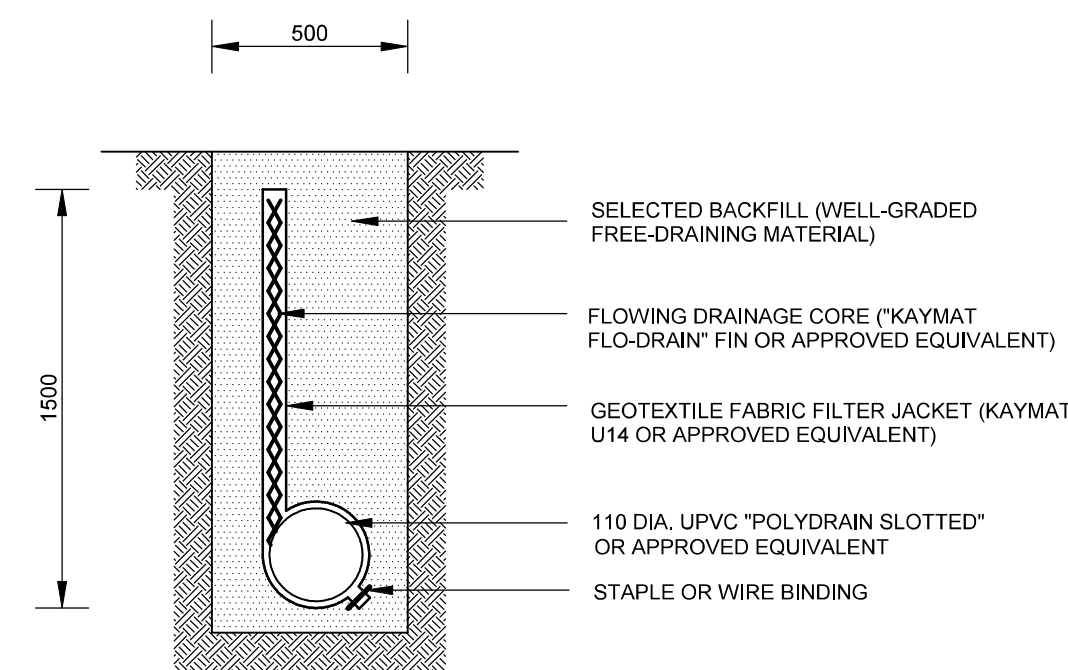
DETAIL SW2.2.4: SECTION B - B
SCALE 1:20



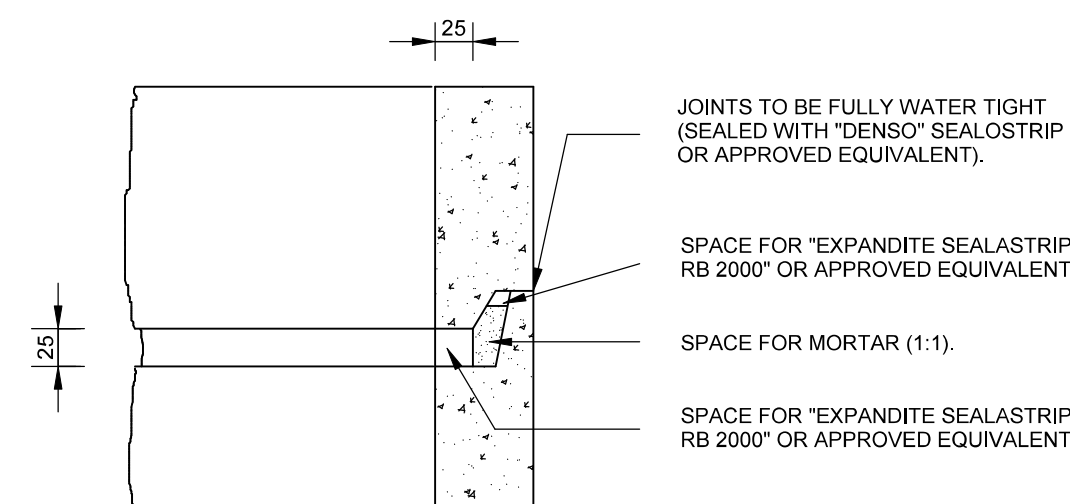
DETAIL SW1.1: MEASUREMENT OF BEDDING
N.T.S.



DETAIL SW1.2: RIGID PIPE ON CLASS D BED
N.T.S.



DETAIL S7.1 - TYPICAL DRAINAGE PIPE BEDDING
SCALE 1:10



DETAIL R9.2: SEALING OF JOINTS
SCALE 1:5

NOTES:

THESE MANHOLES MAY BE USED FOR STORMWATER PIPES UP TO AND INCLUDING 600mm DIAMETER AND FOR SEWER PIPES UP TO AND INCLUDING 450mm DIAMETER, WITH ENGINEERS APPROVAL.

ONLY DOLOMITIC AGGREGATE AND SULFATE RESISTING CEMENT TO BE USED.

MANHOLE DEPTHS ARE MEASURED FROM FINAL GROUND LEVEL TO PIPE INVERT AT THE CENTRE OF THE MANHOLE.

* : 0mm IN PAVED AREAS AND A MINIMUM OF 50mm IN OTHER AREAS

BRICKWORK:

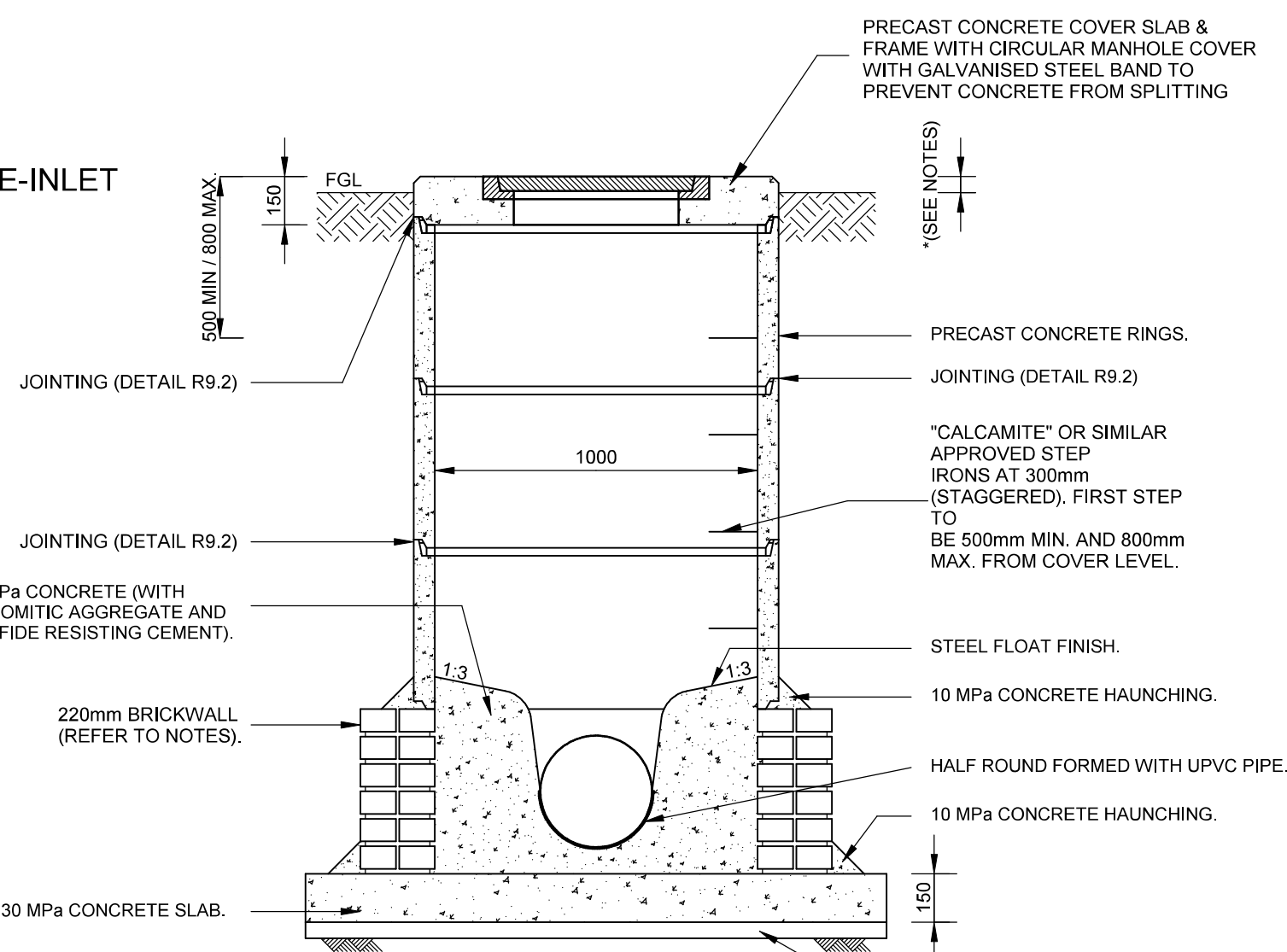
14 MPa NFX BRICKS IN CLASS 2 DAGHA, BRICK FORCE EVERY THIRD COURSE TO SUIT WALL THICKNESS WITH 200mm OVERLAPS.

INTERNAL DIMENSIONS OF CHAMBERS	
PIPE DIA	INTERNAL DIMENSION
375 - 675mm	1000mm
750 - 825mm	1250mm
900 - 1050mm	1500mm
1200 - 1350mm	1800mm
1500mm	1900mm
1650mm	2100mm
1800mm	2300mm
1950mm	2400mm

WAPENING / REINFORCEMENT				STANDAARD-BUIGINGS/BENDINGS			
MERK MARK	TIPE TYPE	TOTAAL TOTAL	LENTE LENGTH	KODE CODE	A	GEWIG MASS	TOTAAL TOTAL
01	Y12	8	1400	20	1400	9,9 kg	26,2 kg
02	Y12	8	1400	20	1400	9,9 kg	
03	Y12	8	900	20	900	6,4 kg	

DETAIL SW2.2.4.1: REINFORCEMENT FOR SIDE-INLET
SCALE 1:20

W, D1 AND D2 ARE THE DIMENSIONS TO BE USED FOR MEASUREMENT OF QUANTITIES.
W = BASE WIDTH OF THE TRENCH WITH:
W = D + 0,600 WITH D ≤ 0,700m
W = D + 0,800 WITH 0,700 < D ≤ 1,000m
W = D + 1,000 WITH 1,000 < D ≤ 2,000m
W = D + 1,200 WITH D > 2,000m
D = OUTSIDE DIAMETER OF PIPE.



DETAIL R9.1: SECTION THROUGH MANHOLE
SCALE 1:20

DETAIL R9: MANHOLE
AS SHOWN

DETAIL SW2.2.4: STORMWATER SIDE-INLET

NOTES:

- COS - CONFIRM ON SITE (E) - EXISTING
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS.
- NO DIMENSIONS MAY BE SCALED FROM DRAWINGS.
- ANY ERRORS OR DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER FOR CLARIFICATION PRIOR TO ANY WORK BEING UNDERTAKEN.
- UNLESS OTHERWISE SPECIFIED ALL CONCRETE WORK TO BE 30MPa.
- ADDITION OF CEMENT POWDER TO ACHIEVE STEEL FLOATED FINISH (DUSTING) IS NOT PERMITTED.
- ALL CONCRETE EDGES TO RECEIVE 20 x 20mm CHAMFERS
- MANHOLE COVER AND FRAME:
- PRECAST CONCRETE COVER SLAB & FRAME WITH CIRCULAR MANHOLE COVER WITH GALVANISED STEEL BAND TO PREVENT SPLITTING, CAST INTO COVER.
- SLAB COVER AND FRAME TO BE SANS CERTIFIED.
- BRICKWORK:
- 14 MPa NFX BRICKS IN CLASS 2 DAGHA WITH A 10mm THICK, ONE COAT, CEMENT PLASTER FINISH INTERIOR. BRICK FORCE EVERY THIRD COURSE TO SUIT WALL THICKNESS WITH 200mm OVERLAPS.
- CAST INSITU KERBS, CHANNELS OR EDGING:
- CONSTRUCTION JOINTS AT 2.0m INTERVALS.
- 10mm EXPANSION JOINTS FILLED WITH SOFTBOARD OR APPROVED EQUIVALENT AND 20mm x10mm SILICON SEALANT OR APPROVED EQUIVALENT.
- CAST ALTERNATIVE SECTIONS.
- PRECAST KERBS AND CHANNELS:
- 10mm EXPANSION JOINTS AT 10m CENTRES FILLED WITH SOFTBOARD OR APPROVED EQUIVALENT AND 20mm x 10mm SILICON SEALANT OR APPROVED EQUIVALENT.
- PAVING - FILLING OF GAPS IN UNIT PATTERN:
- THE USE OF CUTS SMALLER THAN 25% OF FULL UNIT SIZE IS NOT PERMITTED.

PRELIMINARY (FOR TENDER PURPOSES ONLY)

0 100
100 MILLIMETRES ON ORIGINAL DRAWING

- (A) BEFORE CONTRACT COMMENCES
(A) AFTER CONTRACT HAS COMMENCED

NO	DATE	AMENDMENTS

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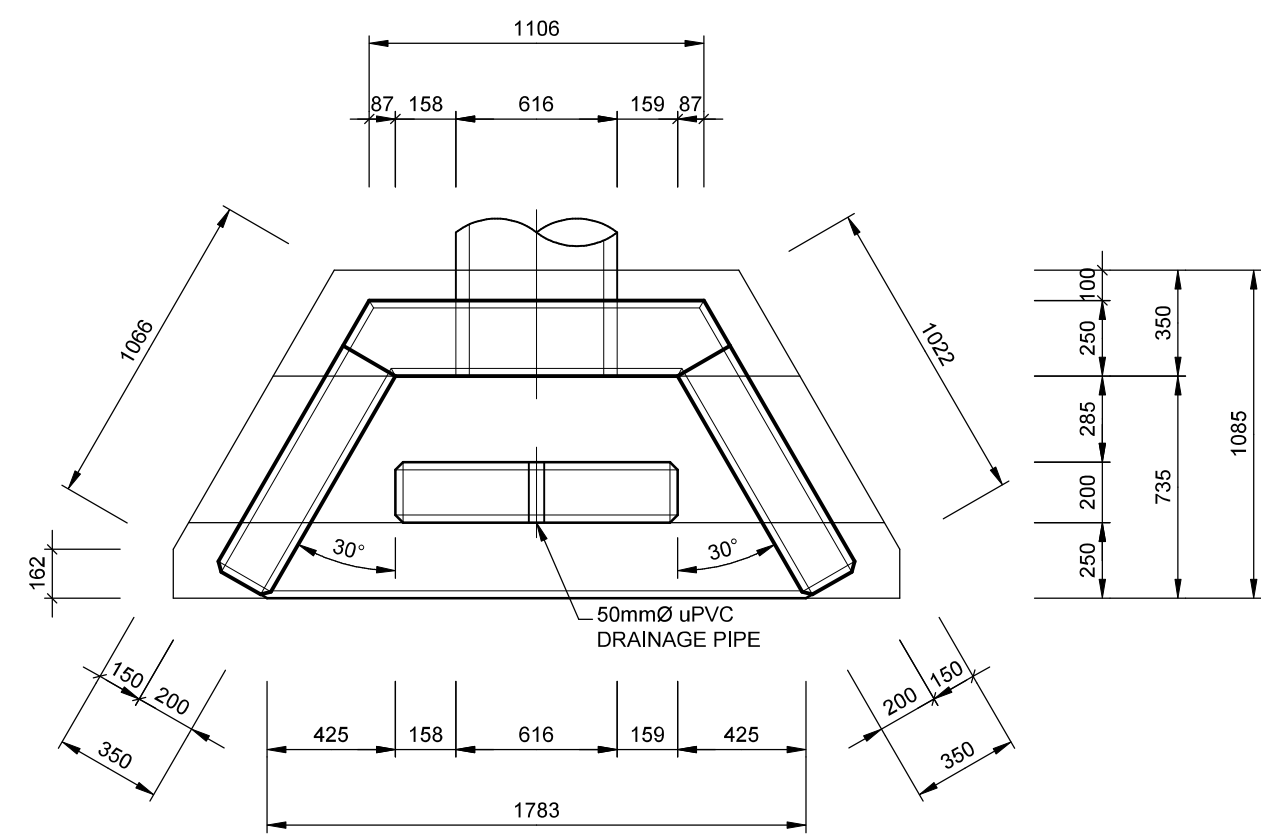


PROJECT
TDR257/2021/2022 UPGRADING OF SW IN ASLA PARK & EXT 23 & RETAINING WALL IN NEW SUNYSIDE

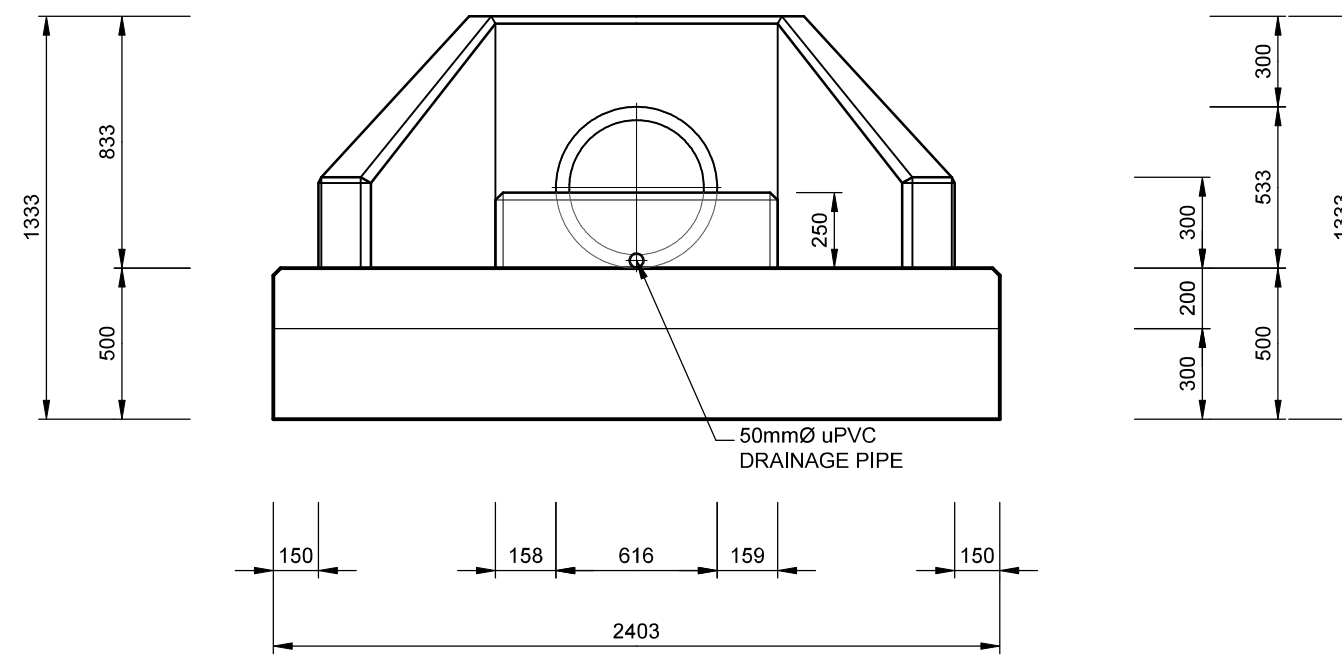
DRAWING DESCRIPTION
STORM WATER DETAILS

DRAWING NO.
10743000-401

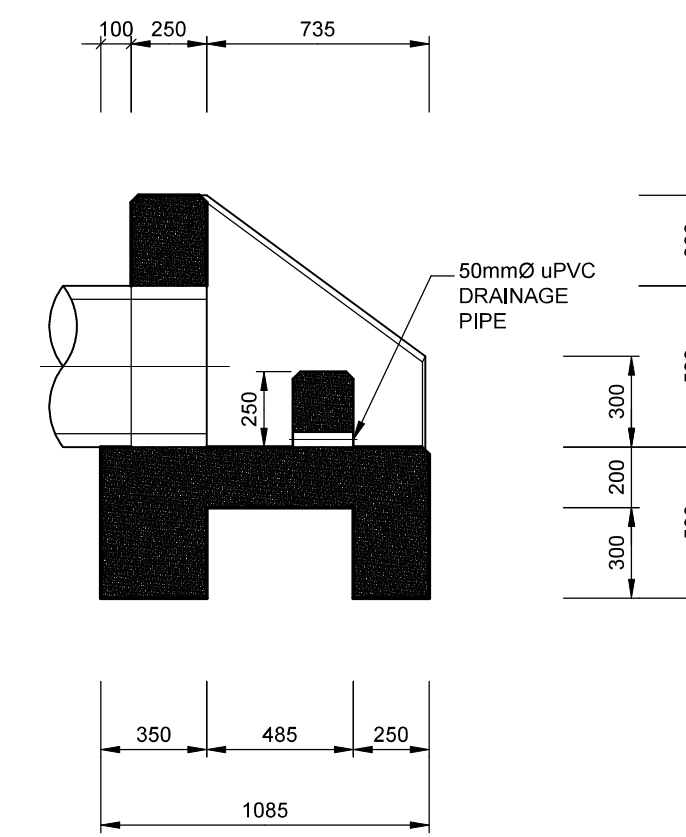
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DRAWN: LA	SCALE: AS SHOWN	A1
APPROVED:	DATE: 2021-10-22	
FILE PATH: Mossel Bay - 10743000 ASLA Stormwater 1 02 Concept 1 04 Draw 1 10743000-401 (SW Det) DR4		



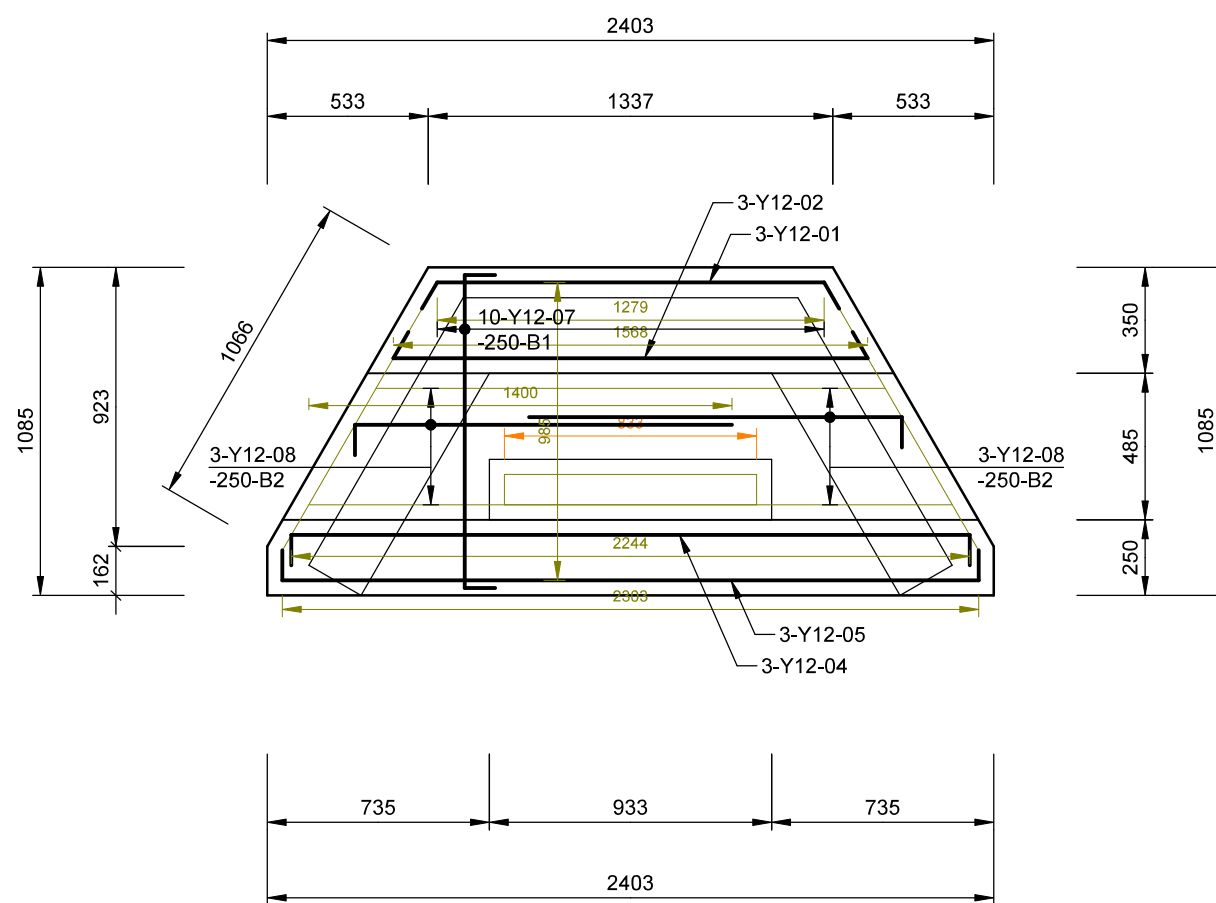
STORM WATER OUTLET - PLAN
SCALE 1:25



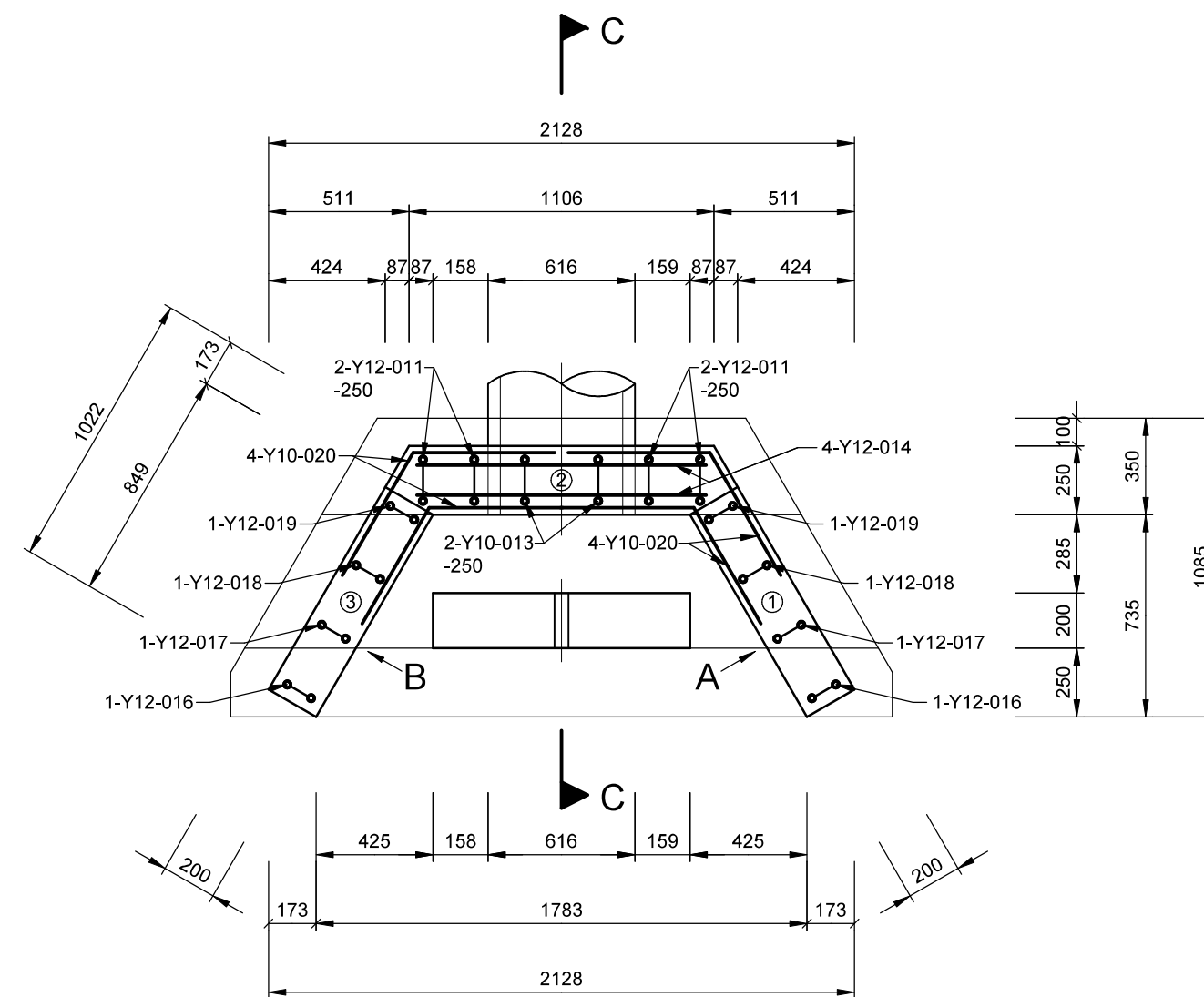
STORM WATER OUTLET - ELEVATION
SCALE 1:25



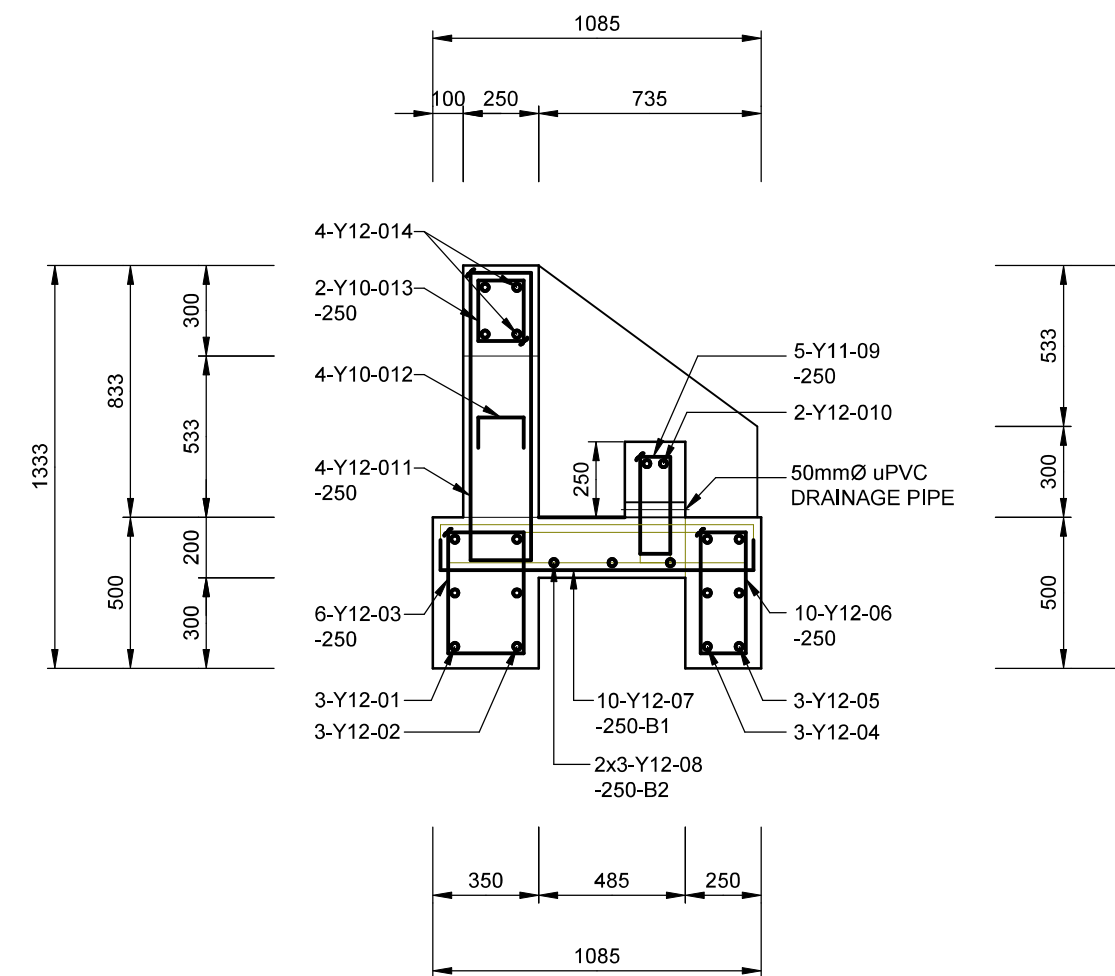
STORM WATER OUTLET - SECTION
SCALE 1:25



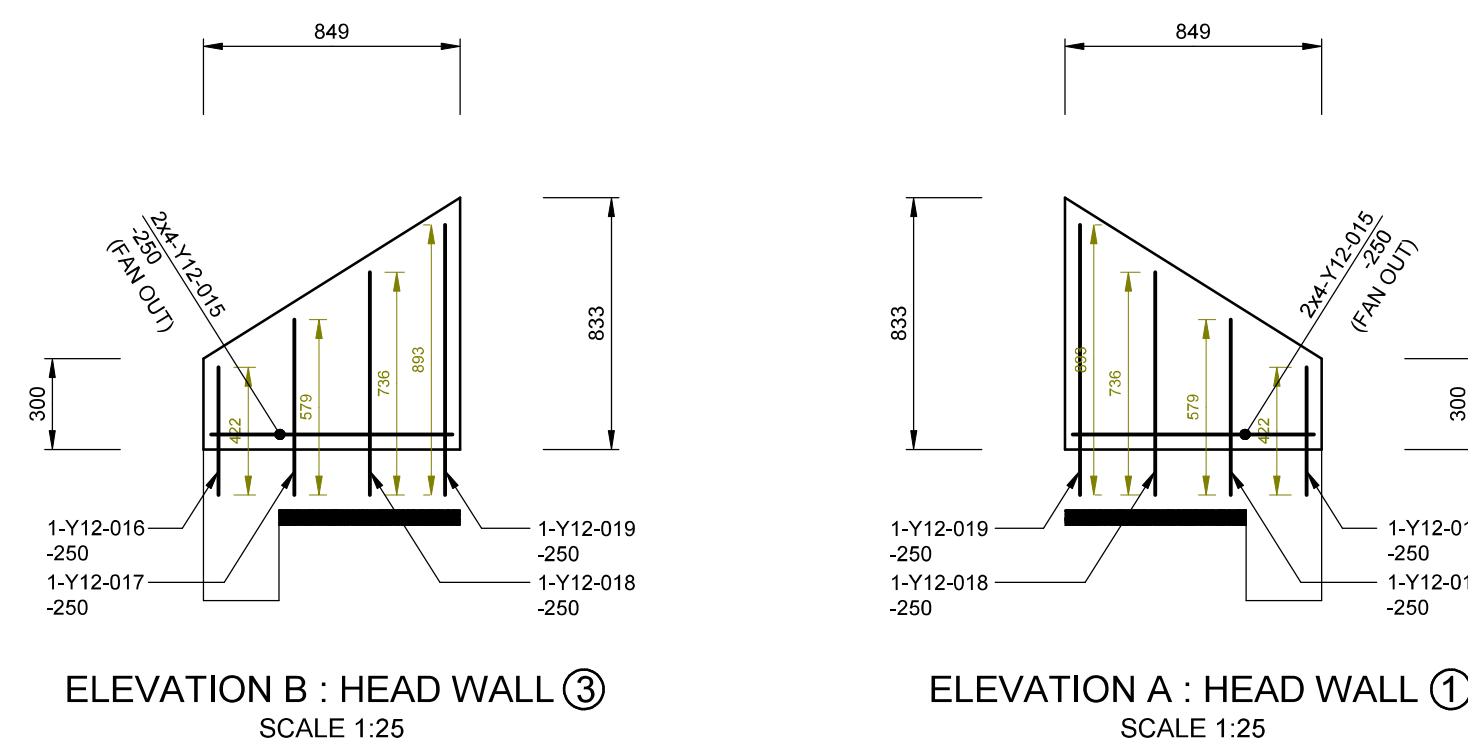
REINFORCING PLAN: APRON SLAB AND CUT-OFF BEAM
SCALE 1:25



REINFORCING PLAN: HEAD WALLS
SCALE 1:25



REINFORCING PLAN: SECTION C-C
SCALE 1:25

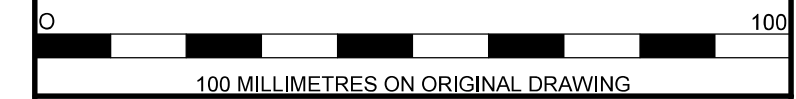


ELEVATION B : HEAD WALL ③
SCALE 1:25

ELEVATION A : HEAD WALL ①
SCALE 1:25

- NOTES:
1. CONCRETE STRENGTH: 30 MPa AT 28 DAYS.
 2. COARSE AGGREGATE : 19mm.
 3. REINFORCING COVER : 50mm.
 4. PROPER CONCRETE SPACERS TO BE USED.
 5. REINFORCING LAP LENGTH = 50 x Ø
 6. NO CONCRETE TO BE CAST WITHOUT THE APPROVAL OF THE ENGINEER.
 7. ALL EXPOSED CONCRETE EDGES TO HAVE 25mm CHAMFER.

PRELIMINARY
(FOR TENDER PURPOSES ONLY)



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1		BEFORE CONTRACT COMMENCES
2		AFTER CONTRACT HAS COMMENCED

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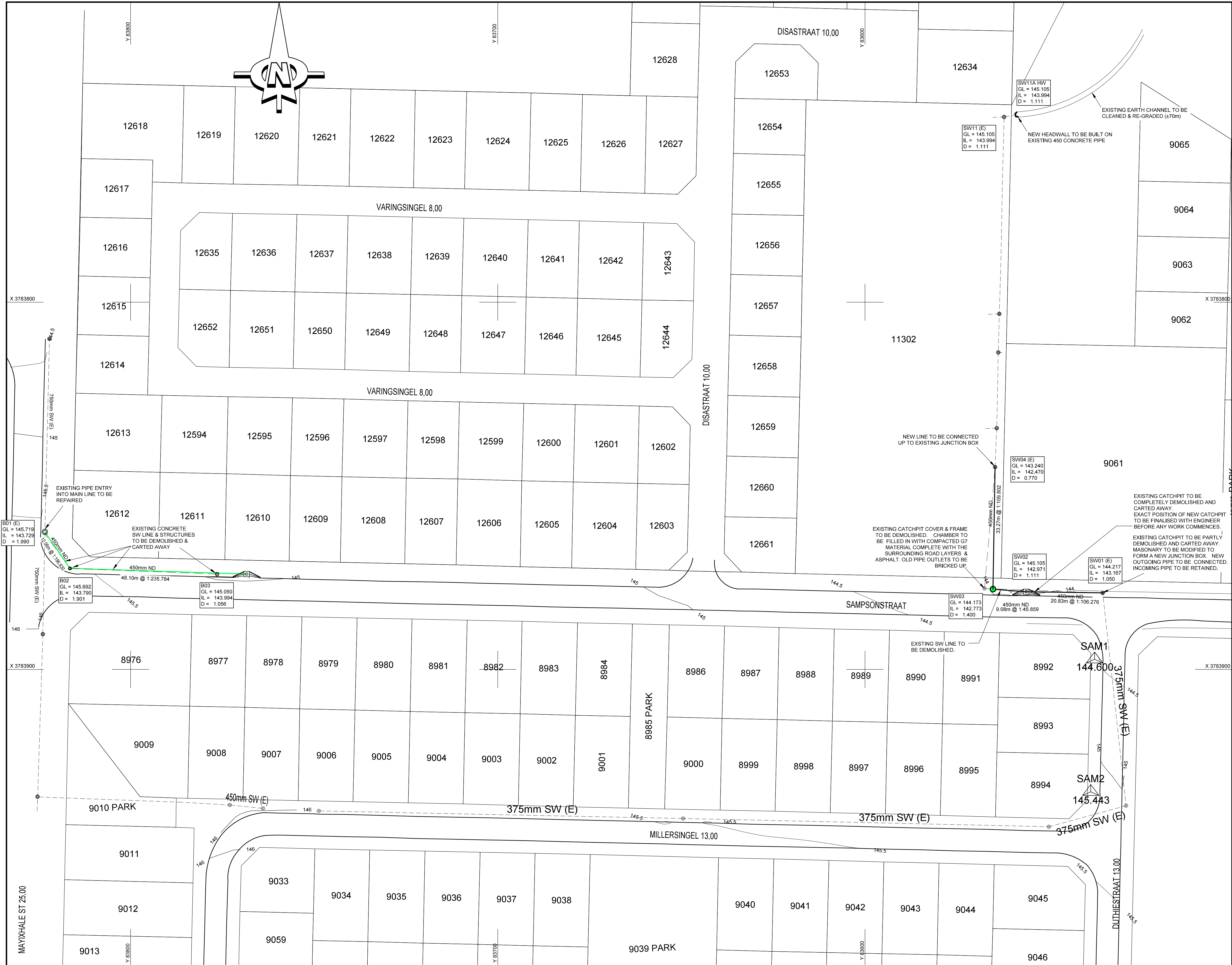


PROJECT
TDR257/2021/2022 UPGRADING OF SW IN
ASLA PARK & EXT 23 & RETAINING WALL IN
NEW SUNYSIDE

DRAWING DESCRIPTION
STORM WATER HEADWALL DETAILS &
REINFORCING

DRAWING NO.
10743000-402

DESIGNED: DT	CHECKED: DT
DRAWN: LA	SCALE: AS SHOWN A1
APPROVED:	DATE: 2021-10-22
FILE PATH: Mossel Bay - 10743000 ASLA Stormwater \ 02 Concept \ 04 Draw \ 10743000-402 (HW Det).DRA	



LEGEND:

- 525mm ND: NEW STORM WATER PIPELINE SHOWING: NOMINAL DIAMETER OF PIPE, LENGTH & GRADIENT
- 52.3m at 1:170: EXISTING STORMWATER PIPE TO BE MADE REDUNDANT
- EXISTING MANHOLES
- NEW SINGLE CATCHPIT
- NEW HEADWALL (HW)
- NEW JUNCTION BOX (JB)
- EXISTING STORMWATER PIPE TO BE MADE REDUNDANT
- EXISTING STORMWATER PIPE

SEE NOTES ON DWG 10743000-400


PRELIMINARY
(FOR DISCUSSION PURPOSES ONLY)



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(A) AFTER CONTRACT HAS COMMENCED

NO	DATE	AMENDMENTS

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Mosel Bay Municipality
Explore Endless Horizons!

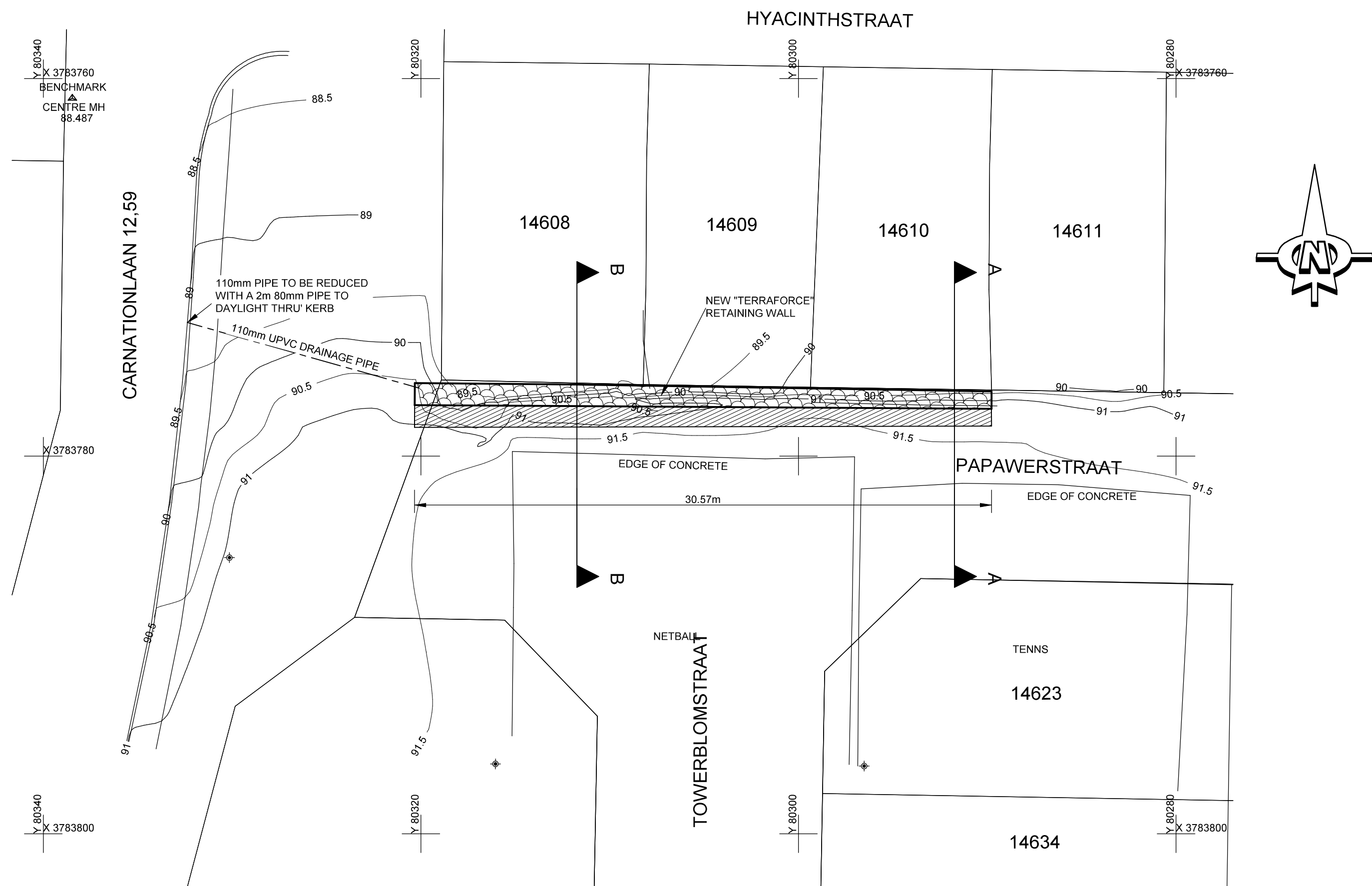

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PROJECT
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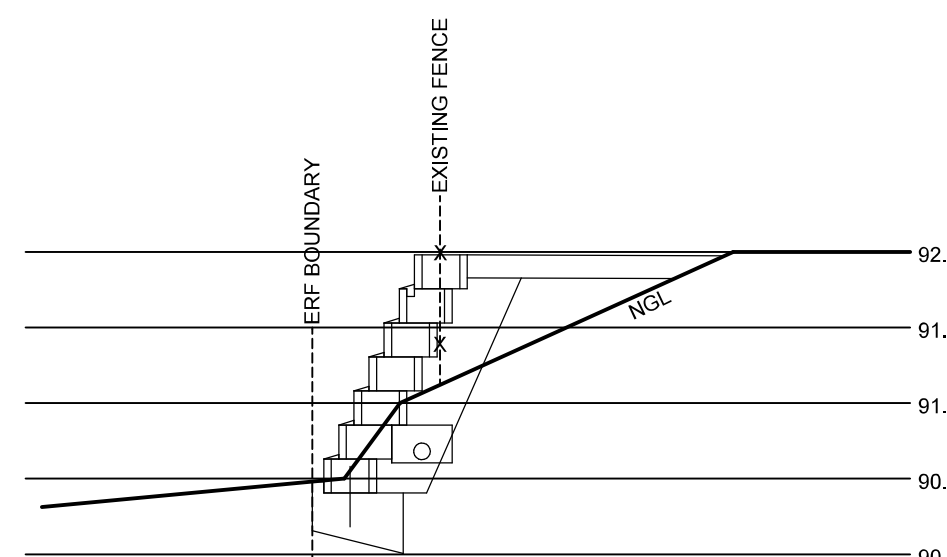
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STORM WATER LAYOUT - SAMPSON ST

DRAWING NO.
10743000-500

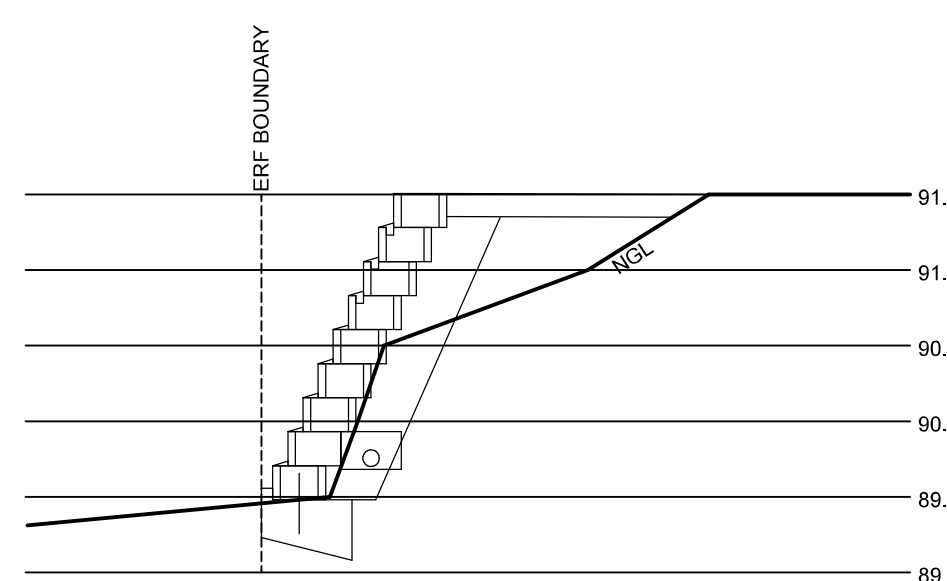
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FILE PATH:	Mosel Bay - 10743000 ASLA Stormwater \ 05 Constr \ 01 Office \ 05 Draw \ 10743000-401 (Sampson Layout).DWG		



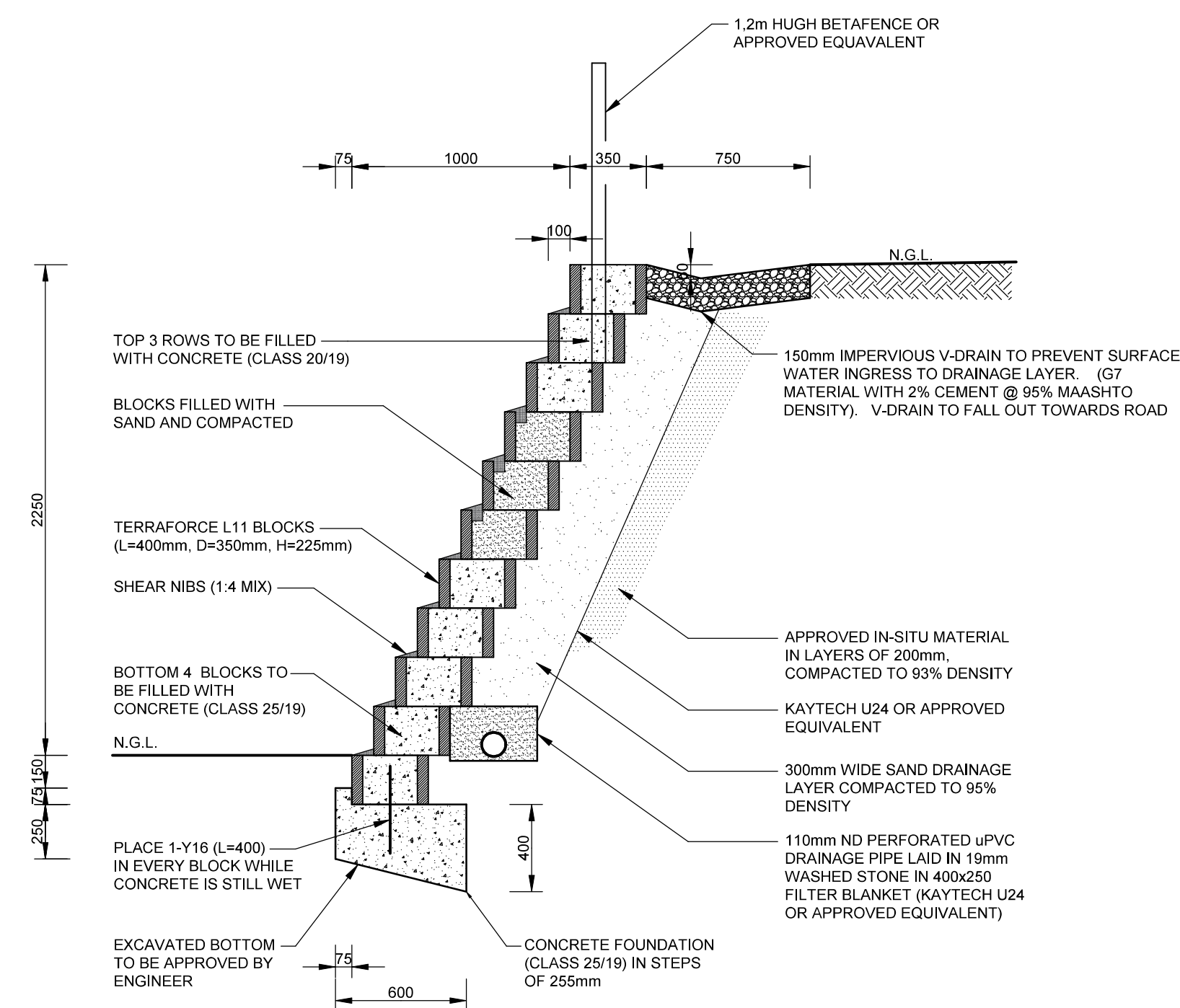
RETAINING WALL LAYOUT
SCALE 1:200



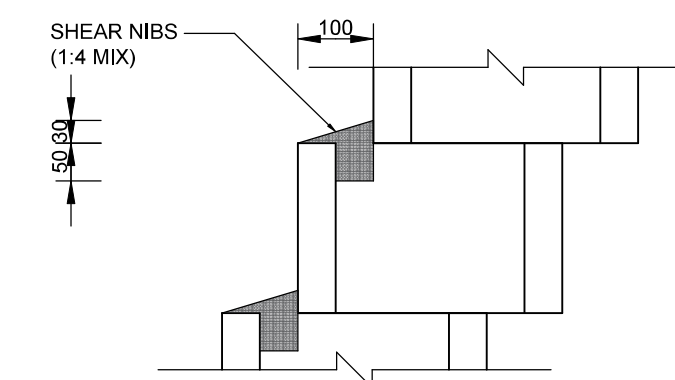
SECTION A-A
SCALE 1:100



SECTION B-B
SCALE 1:100



TYPICAL SECTION: RETAINING WALL
SCALE 1:25



SCALE 1:10

LEGEND:

- NEW TERRAFORCE WALL
- NEW V-DRAIN
- NEW 110mm UPVC DRAINAGE PIPELINE

PRELIMINARY
(FOR DISCUSSION PURPOSES ONLY)

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100 MILLIMETRES ON ORIGINAL DRAWING

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(B) AFTER CONTRACT HAS COMMENCED

NO	DATE	AMENDMENTS

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PROJECT
TDR257/2021/2022 UPGRADING OF SW IN
ASLA PARK & EXT 23 & RETAINING WALL IN
NEW SUNYSIDE

DRAWING DESCRIPTION
RETAINING WALL - LAYOUT & DETAILS

DRAWING NO.
10743000-600

DESIGNED: DT	CHECKED: DT	
DRAWN: LA	SCALE: AS SHOWN	A1
APPROVED:	DATE: 2021-11-25	
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