

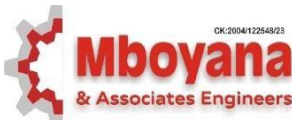


DR JS MOROKA LOCAL MUNICIPALITY

CONTRACT NUMBER: JSM/W03/22-23/W8 & 21
BID DOCUMENT

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFOTEIN RESERVOIR



PREPARED BY:	PREPARED FOR:
 MBOYANA AND ASSOCIATES ENGINEERS 384 MASODI VILLAGE MOKOPANE SUITE 58, PRIVATE BAG X 2464 MOKOPANE 0600 Mr. MK MBOYANA Tel: (015) 004 2801 Fax: (015) 004 0461	THE MUNICIPAL MANAGER DR JS MOROKA MUNICIPALITY P/BAG X 4012 SIYABUSWA 0472 Ms MM. MATHEBELA Tel: (013) 973 1390/1101 Fax: (013) 973 2463/0974

NAME OF BIDDER (BIDDING ENTITY) (FULL NAME,
i.e. (CC, (PTY) LTD, LTD, JV, SOLE PROPRIETOR etc.) :

TEL NUMBER :

FAX NUMBER :

E-MAIL :

CELL NO. :

CIDB NO. :

THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS: R..... (In figures)



DESCRIPTION		COLOUR
<u>PORTION 1: TENDER</u>		
PART T1	BIDDING PROCEDURES	
	T1.1 BID NOTICE AND INVITATION TO BID	White
	T1.2 BID DATA	Pink
PART T2	RETURNABLE SCHEDULES	
	T2.1: LIST OF RETURNABLE DOCUMENTS	Yellow
	T2.2 RETURNABLE SCHEDULES	Yellow
<u>PORTION 2: CONTRACT</u>		
PART C1	AGREEMENTS AND CONTRACT DATA	
	C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
	C1.2 CONTRACT DATA	Yellow
	C1.3 FORM OF GUARANTEE	Yellow
	C1.4 AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993	Yellow
PART C2	PRICING DATA	
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 BILL OF QUANTITIES	Yellow
PART C3	SCOPE OF WORK	
	C3.1 DESCRIPTION OF WORKS	Blue
	C3.4.3.1 HEALTH AND SAFETY	Blue
	C3.4.2.2 ENVIRONMENT MANAGEMENT PLAN	Blue
	C3.4.3.3 PROVISION OF STRUCTURED TRAINING	Blue
PART C4	SITE INFORMATION	
	C4.1 SITE INFORMATION	Green
	C4.2 LOCALITY PLAN	Green
PART C5	ANNEXURES	
	C5.1 PROFORMA DOCUMENTS	Green
	C5.2 CONTRACT DRAWINGS	Green

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR . JSML



TENDER DETAILS						
TENDER NUMBER	JSM/W03/22-23/W8 & 21					
TENDER TITLE	REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR					
CLOSING DATE	06 October 2022		CLOSING TIME		11H00	
BRIEFING MEETING	DATE	08 September 2022	TIME	10h30	COMPULSORY	YES
BRIEFING MEETING ADDRESS	DR JS Moroka Municipality Main Entrance Technical Service Gate					
CIDB GRADING REQUIRED	YES		LEVEL AND CATEGORY		6CE/5CEPE or Higher	
TENDER DOCUMENT FEE	R3 058.06		PREFERENCE POINT SYSTEM		80/20	
BID BOX SITUATED AT	Dr. JS Moroka Local Municipality Head Quarters Building Entrance					
OPERATING HOURS	The bid box is open during office hours, Monday to Fridays from 09h00 to 15h00.					
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.				
<u>The following conditions must be complied with:</u> Failure to comply with the following will render the tenderer liable to rejection: • All pages must be completed, and all pages form part of the tender document, therefore no page removal is allowed. • Scratching out / painting over rates / use of correcting fluid is not allowed. • Failure to attend compulsory site inspections / compulsory briefing session. • Failure to submit documents required in this document • Form of tender not filled and signed and all pages of bid documents not initialed. • Enterprise particulars not provided. • The bid has been submitted after the closing date and time. Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate • Copy of Tax Clearance Certificate • Company Registration (CK) • A certified BBBEE Status certificate must be attached for the tenderer to claim the Preferential points • All declarations and authorisations must be duly signed. • All returnable schedules must be completed • Copy of Authority for signatory						

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

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Every bid will be scored and awarded points out of a maximum of 100 points.
A fixed 20 points of the maximum of 100 points is allocated to calculate preference in terms of the BBBEE status.

A bidder must not be awarded the points claimed for BBBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contacting more than 25% of the contract value to any other enterprise that does not qualify for a least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract.

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract

In relation to a designated sector, a contractor must not allow to 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.

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Dr JS Moroka Local Municipality, be cancelled at the sole discretion of Dr JS Moroka Local Municipality

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
2. Tenders that are deposited in the incorrect box will not be considered.
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.
4. Mailed, telegraphic, telex, or faxed tenders will not be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamended will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If an original and valid tax clearance certificate (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out without initialling next to the amended rates or information, writing over or painting out rates affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, eg. Pencil.
6. Non-attendance of mandatory/compulsory:
Site inspections or;
Information/Clarification meetings
7. The Bid has not been properly signed by a party having the authority to do so, according to the *example* of "Authority for Signatory"
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
9. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of BBB- EE, is not attached, the bid will not be disqualified but no preference points will be awarded.
10. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
11. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
12. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – "Equity ownership") by a designated employer that it complies with the Employment Equity Act 55 of 1998.
13. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months, attach proof of municipal rates account for both company and company.
14. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
15. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
(a) who is in the service of the state, or;
(b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
16. Failure to provide:
(a) written proof of **registration** with the CIDB, in an appropriate contractor grading designation (category), as required in the bid documentation (if applicable); or
(b) written proof of **application** to the CIDB for **registration** as a contractor in an appropriate designation (category), as required in the bid documentation (if applicable).
17. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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.
18. Bid offers will be rejected if the bidder has abused the DR. JSMLM's Supply Chain Management System.
19. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
20. Form of offer not completed and signed by the authorised signatory.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

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21. Not signing all pages on the space provided
22. Attach CV of Contracts Manager, Site Agent and Safety Officer
23. Certified Qualification of Contracts Manager (Minimum qualification in Civil / Building related projects), Site Agent and Safety Officer (Relevant Certificate)
24. Proof Of Foreign Qualification approved from SAQA (if applicable)
25. Proof of Employment, letter confirming employment (Contracts Manager, Site Agent and Safety Officer)
26. Proof of relevant experience (copies of appointment letter and completion certificate)
27. Proof of Purchase of the tender document must be attached; failure to do that will lead to disqualification
28. A letter from the accounting officer (in case of a close cooperation or cooperative) or accounting firm (in case of a Private company, stating that the business is going concern.
29. In case where the bidder fails to prove beyond reasonable doubt that the project will be completed with the amount stated on the form offer. The bidder in the latter case will be given an opportunity to present the facts for risk mitigation purposes.
30. The municipality also reserves the right not to appoint the lowest bidder and to appoint the bid in whole or in parts. The municipality also reserves the right to appoint the bid based on its risk assessment.
31. Attach proof of registration with Central Supplier Database CSD.
32. If any municipal rates and taxes or municipal service charges owed by the bidder or director to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months, thus the bidder must attach municipal accounts for the company, or any form of payment done by the company.
33. The tender document must be colour coded as indicated or shown in page 2 of the document, but it is not a disqualifying factor.

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, DR. JS MOROKA LOCAL MUNICIPALITY (DR. JSMLM).
2. BID, TENDER AND VARIATIONS THEREOFF
3. JOINT VENTURE / CONSORTIUM

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE **Dr J.S. Moroka Local Municipality**

BID NUMBER: ...JSM/W03/22-23/W8 & 21

CLOSING DATE: 06 OCTOBER 2022

CLOSING TIME: 11h00

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

...Dr. J.S. Moroka Local Municipality.....

...2601/3 Bongifundo Street Siyabuswa.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

FORM 7.1 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) 3rd Edition (2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

.1 CELLPHONE NUMBER.....

FACSIMILE NUMBER CODENUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..... ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); ☐

A REGISTERED AUDITOR ☐

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

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Witness:



1.1 ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS

SIGNED.....

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Mr MK Mboyana

Tel: 015 004 2801 **Cell:** 0797977265

Fax: 015 004 0461

E-mail address: mboyanaengineers@gmail.com

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. M.Z. Skosana

Tel: 013 973 1101

E-mail address: skosanaz@moroka.gov.za

ANY ENQUIRIES REGARDING DOCUMENT PROCUREMENT INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. A V Masilela

Tel: 013 973 1101

E-mail address: Masilelaa@moroka.gov.za

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

**DR. JS MOROKA LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES:

CONTRACT NO: **JSM/W03/22-23/W8 & 21**

FOR

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR**CONTENTS**

	PAGE(S)
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PART C1: AGREEMENT AND CONTRACT DATA.....	94-113
PART C2: PRICING DATA.....	114-131
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Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....

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PART T1 BIDDING PROCEDURES

Bidder:
Initial: Authorised signatory/ies: **1.**
JSMLM.....

2.

Witness:

DR. JSMLM:
Initial: DR.



T. 1

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

CONTRACT NO: **JSM/W03/22-23/W8 & 21**

FOR

**REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT
PLANT TO BLOEDFONTEIN RESERVOIR**

**PART T1 BIDDING PROCEDURES
THE BID**

PAGE(S)

T1.1	BID NOTICE AND INVITATION TO BID	13
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Bidder:
Initial: Authorised signatory/ies: **1.**
JSMLM.....

2.

Witness:

DR. JSMLM:
Initial: DR.

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T1.1 BID NOTICE AND INVITATION TO BID



DR JS MOROKA MUNICIPALITY

TENDER NO JSM/W03/22-23/W8 & 21
CLOSING DATE: 12/09/2022 AT 11H00
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

CIDB GRADING REQUIRED 6CE/ 6CEPE or Higher

INVITATION TO CONTRACTORS

Tenders are hereby invited from Contractors with necessary experience and compliance documents, have an active **CIDB grading of a minimum -6CE/5CEPE or Higher** and are in good standing with the South African Revenue Services.

Tender documents will only be available from **08 September 2022** on Thursday and may be obtained from Dr JS Moroka Municipal Head Quarters at the cashier offices situated 2601/3 Bongimfundo Street, Siyabuswa during working hours 09h00 to 15h00 (Monday to Friday), upon payment of a non-refundable fee of **R3058.06 per document**. Only cash or bank guaranteed cheques will be accepted and cheques are to be made payable to Dr JS Moroka Municipality. No tender documents will be sold beyond these dates.

A Compulsory Briefing will be held on Wednesday **08 September 2022 at 10h30** at the **Dr JS Moroka Technical Services Gate**, after which Tenderers will be taken to site(s) where project's construction will be taking place. Only tenders from Tenderers who attend the above tender meeting and have signed attendance register shall be considered.

All tenders and supporting documents shall be sealed in an envelope or package clearly marked **"Contract number: JSM/W03/22-23/W8 & 21"**

Duly completed tenders shall be placed in the tender box situated at the main entrance of Dr JS Moroka Local Municipality at 2601/3 Bongimfundo Street, Siyabuswa. No Fax or Late tenders will be accepted. Tenders will be evaluated on a 80/20 point system in terms of Dr JS Moroka Municipality's Supply Chain Management Policy in line with Preferential Procurement Framework Act 5 of 2000.

All Technical enquiries are to be directed to Mr. Floyd Mashele at (079) 512 9930 / 013 973 1101, Email: skosanaz@moroka.gov.za, while document procurement related enquiries are to be directed to Mr. A.V Masilela at (013) 973 1101, Email: masilelaa@moroka.gov.za

In all cases Tenders shall reach the stipulated address not later than on Thursday 06 October 2022 at 11:00 when tenders shall be opened and read in public.

Ms M.M. MATHEBELA
MUNICIPAL MANAGER

Bidder:
Initial: Authorised signatory/ies: **1.**
 JSMLM.....

DR. JSMLM:
Initial: DR.

13

2.

Witness:



T1.2 BID DATA

The **Standard Conditions of Bid** for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472
F.1.2 TENDER DOCUMENTS	The bid documents issued by the Employer comprise: THE BID Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules THE CONTRACT Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity Part C3 Scope of Works C3 Scope of Works Part C4 Site Information C4 Site Information
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The employer's agent is: Name: MBOYANA AND ASSOCIATES ENGINEERS Address: SUITE 58, PRIVATE BAG X2464 MOKOPANE 0600 Telephone: (015) 004 2801 Fax : (015) 004 0461 E-mail: mboyanaengineers@gmail.com

Bidder:
Initial: Authorised signatory/ies: **1.**
 JSMLM.....

2.

Witness:

DR. JSMLM:
Initial: DR.



Clause number	Data
F.2.1 ELIGIBILITY	Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids. Only those bidders 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 for a 6CE/5CEPE or Higher class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer: - is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and - ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract. Joint Ventures are eligible to submit bids provided that: - each member of the joint venture is registered with the CIDB and valid copy/ies of registration of each member is submitted with this bid; - the lead partner has a contractor grading designation in the 6CE/5CEPE or Higher class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE/5CEPE or Higher class of construction work, are eligible to submit bids.
F.2.7 CLARIFICATION MEETING	The arrangements for a compulsory clarification meeting are: Location: Municipal Technical Offices outside the gate Date and time: Thursday, 08 September 2022 at 10h30
F.2.12 ALTERNATIVE TENDER OFFERS	No alternative bid is to be accepted!
F.2.13.1 SUBMITTING A TENDER OFFER	Bidders may offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data.
F.2.13.3 SUBMITTING A TENDER OFFER	The whole original bid document, as issued by the DR. JSMLM, shall be submitted. No copies will be accepted. Bids may only be submitted on the Bid documentation issued by the DR. JSMLM.
F.2.13.5 SUBMITTING A TENDER OFFER	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of bid box: Main Gate Physical address: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472

Bidder:
Initial: Authorised signatory/ies: **1.**
 JSMLM.....

DR. JSMLM:
Initial: DR.

15

2.

Witness:



Clause number	Data
	Contract number: JSM/W03/22-23/W8 & 21
F.2.15 CLOSING TIME	The closing time for submission of bid offers is: 06 October 2022 at 11:00 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is 90 days
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the following inspections, tests and analysis: concrete tests, compaction strength and ball penetration and Access must be provided for the inspection of the tenderer's offices if required.
F.2.23 CERTIFICATES	The bidder is required to submit with his bid . 1. A copy of the valid Certificate of Contractor Registration issued by the Construction Industry Development Board in terms of the Construction Industry Development Board Act (Form F006); and 2. An original Tax Clearance Certificate, issued by the South African Revenue Services 3. A copy of the valid Certificate of Competency for Contractor's Safety Officer in terms of OH/S Act (85/1993) section 16(2)
F.3.4 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid. Location: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472
F.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.3.11 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 80/20 point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10
F.3.13.1 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one .

Bidder:**Initial:** Authorised signatory/ies: **1.**

JSMLM.....

DR. JSMLM:**Initial:** DR.

16

2.**Witness:**



Clause number	Data
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: 1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the document for which they intend to bid for 4 The bid document shall be submitted as a whole and shall not be taken apart . 5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the DR. JSMLM to complete PART T2 on behalf of the bidder) NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.

Bidder:
Initial: Authorised signatory/ies: **1.**
 JSMLM.....

2.

Witness:

DR. JSMLM:
Initial: DR.



Annex F (Normative) Standard Conditions of Tender

- Note: 1 These Standard Conditions of Tender are identical to that contained In Annex F of SANS 294: 2004, *Construction Procurement Processes, Procedures and Methods*.
- 2 Annex E of SANS 294, *Construction Procurement Processes, Procedures and Methods*, and SAICE's Practice Manual #1, *The use of South African National Standards in Construction Procurement* , provide guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) 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
- c) 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 quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall

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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 six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Accept that 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 satisfy 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 Clarification meeting

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

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- F.2.8 Seek clarification**
 Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data
- F.2.9 Insurance**
 Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10 Pricing the tender offer**
- F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
- F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- F.2.11 Alterations to documents**
 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 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 a tender offer 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 in Black 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

Bidder:
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language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data.

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

F.2.14 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

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**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 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 clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

Bidder:
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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 seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, 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, the total of his prices, preferences claimed and time for completion, if any, 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 advice 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 Nondisclosure

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:

Bidder:
Initial: Authorised signatory/ies: 1.
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DR. JSMLM:
Initial: DR.

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- 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) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) 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.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

Bidder:
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Method 1 : Financial offer	1. Rank tender offers from the most favourable to the least favourable comparative offer. 2. Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences	1. Score tender evaluation points for financial offer. 2. Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3. Calculate total tender evaluation points. 4. Rank tender offers from the highest number of tender evaluation points to the lowest. 5. Recommend 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.
Method 3 : Financial offer and quality	1. Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2. Score tender evaluation points for financial offer. 3. Calculate total tender evaluation points. 4. Rank tender offers from the highest number of tender evaluation points to the lowest. 5. Recommend 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.
Method 4 : Financial offer, quality and preferences	1. Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2. Score tender evaluation points for financial offer. 3. Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4. Calculate total tender evaluation points. 5. Rank tender offers from the highest number of tender evaluation points to the lowest. 6. Recommend 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.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 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}	= the number of tender evaluation points awarded for the financial offer.
W_1	= the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A	= a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + (P - P_m)) / P_m$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - (P - P_m)) / P_m$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.
 P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Bidder:
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Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

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

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice Of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 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.

Bidder:
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PART T2 LIST OF RETURNABLE DOCUMENTS

Bidder:
Initial: Authorised signatory/ies: **1.**
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2.

Witness:

DR. JSMLM:
Initial: DR.

**DR. JS MOROKA LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: JSM/W03/22-23/W8 & 21

FOR

**REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO
 BLOEDFONTEIN RESERVOIR**

PART T2 LIST OF RETURNABLE DOCUMENTS PAGE(S)
THE BID

The bidder must complete the following returnable documents.

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T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES	43
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT	78

NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. All the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

Bidder:
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DR. JSMLM:
Initial: DR.



T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

PAGE(S)

PART T2

LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

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Bidder:

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DR. JSMLM:

Initial: DR. JSMLM.....

**FORM 2.1.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT**

The Bidder shall state below what Equipment's will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER

Bidder:**Initial:** Authorised signatory/ies: 1.

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Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

**FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

What was your turnover in the previous financial year? R_____

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

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

Bidder:

Initial: Authorised signatory/ies: **1.**

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Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

**FORM 2.1.3****STAFFING PROFILE**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....

**FORM 2.1.4****PROPOSED KEY PERSONNEL**

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICA- TIONS	EXPERIENCE AND PRESENT OCCUPATION		
HEADQUARTERS Partner/director						
Project Manager						
Other key staff (give designation)						
PROJECT MONITORING Site(s) Supervisors						
Other key staff (give designation)						

Bidder:**Initial:** Authorised signatory/ies: 1.

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**FORM 2.1.5****SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two(2) names and telephone numbers and e-mail address per reference.

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....

**FORM 2.1.6****FINANCIAL ABILITY TO EXECUTE THE PROJECT**

Provide details on the surety you will provide if the bid is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998):

- Cash:

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →				

Notes:

- Value added tax to be included in all amounts
- Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

**FORM 2.1.7 AUTHORITY FOR SIGNATORY**

All signatories, including sole proprietors, shall confirm their authority by **attaching to the last page of this bid** a duly signed and ***dated original or certified copy*** of the relevant resolution of their members or their board of directors, as the case may be.

An example for “COMPANIES / PARTNERSHIPS / CLOSE CORPORATIONS is shown below:

"By resolution of the board of directors passed on, Mr/Ms(Full names and surname).....has been duly authorised to sign all documents in connection with the Bid for Contract number **JSM/W03/22-23/W8 & 21** and any Contract, which may arise there from on behalf of the Bidding Entity, namely, *Company Name* (PTY) LTD"

SIGNED ON BEHALF OF THE BIDDING ENTITY: Name Surname

IN HIS CAPACITY AS: DIRECTOR / PARTNER / MEMBER

DATE:

AUTHORISED PERSON'S SIGNATURE: Name Surname

AS WITNESS: 1. Name Surname

An example for “JOINT VENTURES” is shown below:

We, the undersigned are submitting this bid offer in Joint Venture and hereby authorize Mr. B. BROOK, authorised signatory of the company “ABCD (PTY) LTD”, acting in the capacity of lead partner, to sign all documents in connection with the bid for *Contract number 000/2011* and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
(Lead partner, i.e. “ABCD (PTY) LTD”)	P.O. Box 111 Springs 1560	Signature:..... Name:..... Designation:.....
Name of 2 nd Company	Address of 2 nd Company	Signature:..... Name:..... Designation:.....
Name of 3 rd Company	Address of 3 rd Company	Signature:..... Name:..... Designation:.....

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



An example for “SOLE PROPRIETOR” is shown below:

“I hereby certify that I’m the sole proprietor of the Bidding Entity, namely, “Company Name” and therefore duly authorised to sign the bidding documents”.

SIGNATURE OF SOLE PROPRIETOR: Name Surname

IN HIS CAPACITY AS: SOLE PROPRIETOR

DATE:September 2013

AUTHORISED PERSON'S SIGNATURE: Name Surname

AS WITNESS: 1. Name Surname

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

**FORM 2.1.9****FINANCIAL REFERENCES****FINANCIAL STATEMENTS**

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

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

**BIDDER'S TAX DETAILS**

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

DR. JSMLM:**Initial:** DR. JSMLM.....**Witness:**

**FORM 2.1.10****DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION

FORM 2.1.11**AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....



FORM 2.1.12

LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER
RESULTING IN DEVIATIONS FROM SPECIFIED WORK

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (refer to "Form 2.3.5 – Specific goals") by the **designated employer**, that the employer complies with the relevant chapters of the Employment Equity Act.

Definitions in terms of the last-mentioned Act.

"Designated employer" means-

- an employer who employs 50 or more employees;
- an employer who employs fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act."

"Schedule 4"**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

**DR. JS MOROKA LOCAL MUNICIPALITY****DEPARTMENT NAME: TECHNICAL SERVICES:****CONTRACT NO: JSM /W03/22-23/W8 & 21**

FOR

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR**T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES****CONTENTS**

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Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



FORM 2.2.1 COMPULSORY SITE INSPECTIONS / INFORMATION / CLARIFICATION MEETINGS

Where Compulsory Site Inspections and Compulsory Information, Briefing or Clarification Meetings are to be held, it shall be subject to the following conditions:

1) Necessity for Compulsory Site Inspection and Compulsory Information / Briefing / Clarification Meetings

Compulsory Inspections / Meetings must only be held where the nature of the contract is such that it requires either an inspection of a site or a briefing session. The Bid Specification Committee should indicate to the Bid Office that such a compulsory inspection or briefing is regarded as a necessity.

2) Attendance Register

An attendance register of potential bidders and the firms they represent shall be kept and signed by attendees. A copy of such Attendance Register shall immediately after the inspection/briefing be sent to the Bid Office.

3) Confirmation Notes of Inspection/Briefing Sessions

Confirmation Notes of the Compulsory Inspection or Briefing Session shall be held by or on behalf of the contact person of the Department for whom the Bid is being advertised. A copy of the notes shall be sent to each firm that was represented at the inspection/meeting as soon as possible after the inspection or meeting and before the closing date of the bid. A copy of the notes shall also be sent to the Bid Office. The relevant Department will ensure that the notes are submitted to the Bid Evaluation Committee and to the Bid Adjudication Committee.

4) Bid Documents

The bid documentation shall clearly state that where the inspection of a site or the attendance of a briefing session is compulsory, non-attendance thereof will lead to the disqualification of the bidder in question. The bid documentation shall further clearly state that if bid documents are obtained **after** the compulsory briefing session or site inspection, it will only be made available to firms that were represented at the meeting. The mere fact that a firm that was not represented at a compulsory site inspection/meeting, but nevertheless submitted to the municipality a set of bidding documents, should not be construed as creating any expectations that a bid will be considered by the Municipality.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



FORM 2.2.1 CERTIFICATE OF BIDDER'S ATTENDANCE AT THE COMPULSORY SITE/CLARIFICATION MEETING

This is to certify that I, **(NAME IN PRINT)**.....,

representative of (Bidder)

of (address)

Telephone number

Fax number

visited and inspected the Site / Attended Clarification Meeting on (date)

in the company of (Engineer/Engineer's Representative)

SIGNATURE OF BIDDER'S REPRESENTATIVE:

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



FORM 2.2.2 TAX CLEARANCE CERTIFICATE

AN ORIGINAL TAX CLEARANCE CERTIFICATE, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

**FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

The bidder is to affix to this page either:

- Written proof of his registration with the CIDB as a Category **6CE/5CEPE** or **Higher**

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract.
2. Should this bid be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer before the end of business, at the last working day, prior to evaluation by the Tender Evaluation Committee of the contract, then this bid will no longer be considered for the award of the contract.

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

**FORM 2.2.4 DECLARATION**

I/We, the undersigned:

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

Signed at this day of

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1. _____

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:

**FORM 2.2.5 DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain
the appropriate authority to undertake remunerative
work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid
document? **YES / NO**

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:



- 2.10** Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

- 2.10.1** If so, furnish particulars.

.....

- 2.11** Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

- 2.11.1** If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....

**FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION****DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

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 statement for auditing?YES / NO

1.1 If yes, submit audited annual financial statements for the past three years or since since the date of establishment if established during the past three years.

.....

2. Do you have any outstanding undisputed commitments for municipal services toward 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 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 be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? YES / NO

4.1 If yes, furnish particulars

.....

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:



CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



FORM 2.2.7 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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](http://www.thedti.gov.za/industrial%20development/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. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1** 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.

- 4. 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.**

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



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
- (c) 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 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

56

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:



ANNEX C

Local Content Declaration - Summary Schedule

- (C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula

EU

GBP

Calculation of local content

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)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Signature of tenderer from Annex B

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value			
	(C21) Total Exempt imported content		
	(C22) Total Tender value net of exempt imported content		
		(C23) Total Imported content	
		(C24) Total local content	

Bidder:
Initial: Authorised signatory/ies: 1.

DR. JSMLM:
Initial: DR. JSMLM.....

2.

Witness:



Date:

(C25) Average
local content % of
tender

SATS 1286.2011

ANNEX D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.		Note: VAT to be excluded from all calculations
(D2)	Tender description:		
(D3)	Designated Products:		
(D4)	Tender Authority:		
(D5)	Tendering Entity name:		
(D6)	Tender Exchange Rate:	Pula EU R 9.00 GBP R 12.00	

A. Exempted imported content

Calculation of imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	R 0

This total must correspond with Annex C - C 21

Bidder:
Initial: Authorised signatory/ies: 1.

DR. JSMLM:
Initial: DR. JSMLM.....

2.

Witness:



B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32)Total imported value by tenderer	R 0

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

Bidder:
Initial: Authorised signatory/ies: 1.
 2.

DR. JSMLM:
Initial: DR. JSMLM.....

Witness:



(D45) Total imported value by 3rd party	R 0

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0
This total must correspond with Annex C - C 23					

Signature of tenderer from Annex B

Date: _____

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

DR. JSMLM:**Initial:** DR. JSMLM.....**Witness:**



SATS
1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0

(E13) Total local content R

Bidder:
Initial: Authorised signatory/ies: 1.

DR. JSMLM:
Initial: DR. JSMLM.....

2.

Witness:



This total must correspond with Annex C - C24

**Signature of tenderer from
Annex B**

Date: _____

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

1.

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, 2011.

2. GENERAL CONDITIONS

2.1 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).

2.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....80/20...system shall be applicable.

2.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. 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.	

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



2. DEFINITIONS

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
3. 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (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:

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =.....(Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

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

Y Partnership/Joint Venture / Consortium

Y One person business/sole propriety

Y Close corporation

Y Company

Y (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:



.....

.....

9.6 COMPANY CLASSIFICATION

- Y Manufacturer
- Y Supplier
- Y Professional service provider
- Y Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



WITNESSES:

1.

4.

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

DATE:

ADDRESS:

.....

.....

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



SBD 7.1

1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

3. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to ...**Dr. JS Moroka Local Municipality**..... in accordance with the requirements and specifications stipulated in contract number...**JSM/W03/22-23/W8 & 21**...., at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
4. The following documents shall be deemed to form and be read and 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 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract 3rd Edition (2015); and
 - (iii) Other (specify)
5. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
6. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
8. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

70

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:



CONTRACT FORM - PURCHASE OF GOODS/WORKS

9. PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

.

2.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



1 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

2 This Standard Bidding Document must form part of all bids invited.

3 It serves as a declaration to be used by institutions 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.

4 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

- abused the institution's supply chain management system;
- committed fraud or any other improper conduct in relation to such system; or
- failed to perform on any previous contract.

5 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for 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.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:



CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

SBD 9

75

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:
Initial: DR. JSMLM.....



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.

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.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

**SBD 9**

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

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: JSM /W03/22-23/W8 & 21

FOR

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

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FORM 2.3.3 GENERAL INFORMATION.....	89
FORM 2.3.4 SPECIFIC GOALS.....	92

Bidder:
Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:
Initial: DR. JSMLM.....

**FORM 2.3.1****RECORD OF ADDENDA TO BID DOCUMENTS**

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

- 2.3.2.1 PREAMBLE
- 2.3.2.2 DEFINITIONS
- 2.3.2.3 LEGISLATIVE BASE
- 2.3.2.4 SCOPE
- 2.3.2.5 PURPOSE
- 2.3.2.6 OBJECTIVES
- 2.3.2.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH BIDDERS
- 2.3.2.8 ADJUDICATION OF BIDS
- 2.3.2.9 ADJUDICATION USING A POINT SYSTEM
- 2.3.2.10 IMPLEMENTATION FRAMEWORK
- 2.3.2.11 COMPLAINTS/DISQUALIFICATIONS
- 2.3.2.12 DISQUALIFICATIONS
- 2.3.2.13 DATABASE ON LOCAL SMME
- 2.3.2.14 ADDENDUM: DEFINITION OF A SMALL BUSINESS, SPECIFICALLY AN SMME

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



DR. JS MOROKA LOCAL MUNICIPALITY

BID DOCUMENT

2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

THE FOLLOWING IS AN EXTRACT FROM THE REVISED PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS OF 2001

1. EVALUATION OF TENDERS

Evaluation Criteria

Municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Provider as per the approved scoring system by the specification committee.

The evaluation will be done as per Preferential Procurement Regulations, 2011 issued in terms of section 5 of PPPFA, Act No. 5 of 2000.

The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:

Organising and Staffing	25
Plant	15
Experience of Firm	40
Programme and cash flow	10
Bank Ratings	10
Sub-Total	100

A firm must obtain a minimum of 60 points out of the 100 points above to be considered for price and BBB-EE evaluation/

The functionality points shall be distributed as follows below:

**Project Manager / Contracts Manager (Maximum points obtainable 10; minimum 2)**

Name:

Evaluation Criteria	Minimum Required		Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	NQFL7-Degree in Civil or equivalent		No	5	
Academic Qualifications	Diploma in Civil or equivalent		No	4	
Academic Qualifications	Diploma in Project Management or equivalent		No	4	
			Yes		
	Matric			2	
Sub-total				5	
Experience of Team Leader in similar projects			Elimination Factor		
Involvement in comparable projects (Technical)	0		Yes	0	
	1 – 2		No	1	
	3 – 4		No	3	
	5 upwards		No	5	
Sub-total				5	
Total				10	

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



Site Agent: (Maximum Points obtainable 5, minimum 2)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Diploma in civil works or equivalent	No	2	
Academic Qualifications	No formal Education in Construction	Yes	0	
Sub-total			2	
Years of experience in similar projects	0 - 4	Yes	0	
	5 - 9	No	1	
	10 and above	No	3	
Sub-total			3	
Total			5	

Note: Should the Site Agent be the same as Contractor Manager zero points will be allocated.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



Site Foreman: (Maximum Points obtainable 5; minimum 2)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 10) Form L	N6 in Civil or equivalent	No	2	
Academic Qualifications	Matric	No	1	
Sub-total			2	
Years of experience after qualification	0-3	Yes	0	
	4 – 9	No	1	
	10 upwards	No	3	
Sub-total			3	
Total			5	

Note: Should the Site Foremen be the same Site Agent and Team leader zero points will be allocated

Safety Officer: (Maximum Points obtainable 5; minimum 2)

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed	
Academic Qualifications	Occupational Health and Safety Certificate or equivalent (SAMTRAC)	No	2		
Sub-total			2		
Years of experience after qualification	0-3	Yes	0		
	4-9	No	1		
	10 upwards	No	3		
Sub-total			3		
Total			5		

Bidder:

Initial: Authorised signatory/ies: 1.

2.

DR. JSMLM:

Initial: DR. JSMLM.....

Witness:



Note: Should the Safety Officer be the same as Team leader, Site Agent, Site Foreman zero points will be allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Construction Manager/Team Leader	10	
Site Agent	5	
Health and Safety Officer	5	
Site Foreman	5	
TOTAL	25	

PLANT (Maximum Points obtainable 15)

It must be noted that total points of **15** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – Note: Proof of ownership of the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Excavator x 1	No	5	2.5	
	Grader x1	No	5	2.5	
	Tipper Truck x1	No	2.5	1.5	
	Firm's number of BOMAC Roller x2	No	2.5	1.5	
Sub-total			15	8	
Total			15	8	

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....


Programme and cashflow (Maximum Points obtainable 10)

It must be noted that total points of **10** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points Claimed
Programme and cashflow	1 Cashflow linked to milestones	No	5	
	1.1 Cashflow not linked to programme and unbalanced	No	2	
	2 Programme with sub activities showing linkages and critical path	No	5	
	2.1 Programme without sub activities and linkages	No	2	
Sub-total			10	
Total			10	

Bidder:
Initial: Authorised signatory/ies: **1.**

2.

Witness:
DR. JSMLM:
Initial: DR. JSMLM.....

**EXPERIENCE OF FIRM (Maximum Points obtainable 40)****Note: Company's previous completed projects**

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E not provided, then the bidder shall obtain zero points on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached.

Similar projects are for water projects works only. (Including vat)

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects of a similar scope completed (Max 4 projects) undertaken in the last 10 years.	Project of similar scope with minimum value R0.5 to R3m-5 points each	Yes	20(max)	
	Projects of similar scope with minimum value of R3.0 to R7 m-8 points each.	Yes	32 (max)	
	Projects of similar scope with minimum value of R8m-10 points each	Yes	40 (max)	
Sub-Total			40	
TOTAL(Max)			40	

Bank Ratings – Financial Performance	
10 point – Points are allocated for the cash flow management demonstrated by the tenderer from bank rating	
Rating	Points
A	10
B	8
C	6
D	4
E	2
F	0

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



TOTAL SCORE: _____/100

ITEM No.	DESCRIPTION	ALLOCATED POINTS
1.	Price Competitiveness	80

In relation to Tendered Price, the points allocated to the Tender Price will be calculated using the following formula:

$$N_p = \frac{80 * [1 - (T_s - T_m)]}{T_m}$$

Where: N_p = number of tender adjudication points awarded in relation to price
 T_s = Tender Sum
 T_m = Lowest Tender Sum

20 – POINTS (FOR BBEE):

BBEE status Level of Contributor	Number of points (80/20)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

In the event of a Joint Venture (JV) Tender:

A Joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

PLEASE REMEMBER:

- TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE
- IN CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OF EACH PARTNER, THIS MUST BE SUBMITTED WITH THE BID DOCUMENT
- TO ATTACH A B-BBEE CERTIFICATE

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

**FORM 2.3.3 GENERAL INFORMATION**

1. Name of bidding entity:

2. Contact details

Contact name and number:

Address of bidding entity:

Postal code:

Tel no: ()

Fax no: ()

E-mail address:

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

(In the case of a joint venture, provide for all joint venture members)

5. VAT registration number:

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



(In the case of a joint venture, provide for all joint venture members)

6. Company or closed corporation registration number: _____
(In the case of a joint venture, provide for all joint venture members)
7. Construction Industry Development Board (CIDB) registration number-----
8. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).
9. For joint ventures the following must be attached:
 - Written authority **of each JV partner**, for authorized signatory.
 - Written authority to be on the Letterhead of the created Joint Venture
 - The joint venture agreement.
 - The major partner to satisfy at least 40 percent of the turnover and credit amount criteria, and each other partner at least 25 percent of the criteria.

SIGNATURE OF AUTHORIZED PERSON :

DATE :

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

.1.1.1 Name and Identity Number	.1.1.2 Relevant qualifications and experience	Years of relevant experience

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....

**FORM 2.3.4 SPECIFIC GOALS****1 Equity Ownership**

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, HDI status and ownership.

In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Citizen-ship	HDI Status (Yes/No)	Date of Ownership	% Owned by HDIs	% Owned by Women	% Owned by Disabled
Total						A	B	C

Note: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:

Joint venture members	a % Contribution to the JV	b % HDI ownership	c = a * b ÷ 100 % HDI contribution
Total HDI contribution			

A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE BID DOCUMENT.

FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS BID

NOTE: See table in paragraph 2.3.3.10 for specific goals and points to be awarded.

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



2 SMME Status

Provide details on the following (Refer to attached table):

Sector / Sub-Sector in which located: _____

Total Full-Time Equivalent of paid Employees: _____

Total Annual Turnover: _____

Total Gross Asset Value: _____

Size or Class (Medium, Small, Very Small, Micro): _____

Note: If all of the above does not adhere to the definition of a single class, use the Total Annual Turnover only to decide on the class.

3 Local Content (Defined as Dr JS Moroka Local Municipality)

10% of the goods or services of the bid will have local content?

Description	a % of bid value	b % Local content	c = a x b ÷ 100 Total % local content
Management and other			
Materials, goods			
Plant and equipment			
Staff, labour			
Total	100 %		%

4 JOB CREATION

Provide details on the jobs that you envisage to create through this project:

- A. New permanent employed staff, employed outside the staff component declared in Forms 2.3.1 & 2.3.4 to be allocated to this project for the intensification of labour absorption, (i.e. 5 persons for 5 months = 25 person-months).
- B. Number of person-months of work to be created (i.e. 5 persons for 5 months = 25 person-months)

Description	A No. of persons	B Period in months	C No. of person months created
A. New permanent employed staff, employed outside the staff component declared in Forms 2.3.1 & 2.3.4			AxB=C
B. Staff to be employed for the project (Temporary employed)			
Total			

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



DR JS MOROKA LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

C1 THE CONTRACT DATA

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: **JSM /W03/22-23/W8 & 21**

FOR

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C5 ANNEXURES

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES:

CONTRACT NO: **JSM /W03/22-23/W8 & 21**

FOR

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

PART C1	AGREEMENT AND CONTRACT DATA	Pages
C1.1	FORM OF OFFER AND ACCEPTANCE	97
C1.2	CONTRACT DATA	101
C1.3	FORM OF GUARANTEE	105
C1.4	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	110

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....

**C1.1 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: **REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR**

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

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

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

rand (in words);

R

(in figures),

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 BIDDER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and signature of Witness _____

Date _____

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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 C1Agreements and Contract Data, (which includes this Agreement)

Part C2Pricing Data

Part C3Scope of Work

Part C4Site Information

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 Bidder 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. 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 CLIENT:

Signature(s)

Name(s)

Capacity

DR. JS MOROKA LOCAL MUNICIPALITY
(Name and address of organisation)

Name and signature of witness _____

Date _____

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid 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 Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of witness

_____ Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

DR. JS MOROKA LOCAL MUNICIPALITY
(Name and address of organisation)

Name and signature of witness

_____ Date _____

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. (011) 805-5947/48/53.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.15 1.2.1.2	The Employer is the Dr. JS Moroka Local Municipality The Employer's address for receipt of communications is: Physical address: Dr. JS Moroka Local Municipality 2603/1 Bongimfundo Street Siyabuswa 0472 Telephone: (013) 973 1101/1390 Postal address: Private Bag X 4012 Siyabuswa 0472 Fax: (013) 973 2463/0974
	The Engineer is Mboyana and Associates Engineers The Engineer's address for receipt of communications is: Physical (street address) address: 384 Masodi Village Mokopane 0600 Telephone: (015) 004 2801 Fax: (015) 004 0461 E-mail: Mboyanaengineers@gmail.com Postal address: Suite 58, Private Bag X 2464 Mokopane 0600
1.1.1.12 5.1.1	Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors, and which commence before the Completion Date.
5.12.2.2	Extension of time due to abnormal rainfall will be determined in accordance with the principles as set out in item B1215 to the Scope of Works: Extension of time due to abnormal rainfall
3.1.3	The Engineer is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer: - Certify additional costs/expenditure - Taking over of the Works - Determining extension of Time for Completion
5.3.1	The Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date or immediately after such time as the Documents Required Before Commencement have been approved and the initial requirements have been complied with.
	The documents required before commencement are the following: a) Contractor's health and safety plan (Clause 4.3), b) Programme of Works (Clause 5.6), c) Security (Clause 6.2), and Insurance (Clause 8.6)
5.3.2	The documents required before commencement are to be delivered within 14 (Fourteen) days after the Commencement Date

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



Clause																
6.2	The Form of Guarantee must substantially contain the wording of the document included as “Form of Guarantee” – See Form C1.3.															
6.2	The liability of the Guarantee shall be in accordance with paragraph 21 (1)(f) of the DR. JSMLM's Supply Chain Management Policy, which reads as follows: (f) where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted; Guarantees will be required as follows: <table><tr><th>CATEGORY</th><th>PROJECT VALUE</th><th>GUARANTEE</th></tr><tr><td>A</td><td>< R500 000</td><td>2,5%</td></tr><tr><td>B</td><td>R500 001 – R1 000 000</td><td>5%</td></tr><tr><td>C</td><td>R1 000 001 – R2 000 000</td><td>7,5%</td></tr><tr><td>D</td><td>>R2 000 000</td><td>10%</td></tr></table>	CATEGORY	PROJECT VALUE	GUARANTEE	A	< R500 000	2,5%	B	R500 001 – R1 000 000	5%	C	R1 000 001 – R2 000 000	7,5%	D	>R2 000 000	10%
CATEGORY	PROJECT VALUE	GUARANTEE														
A	< R500 000	2,5%														
B	R500 001 – R1 000 000	5%														
C	R1 000 001 – R2 000 000	7,5%														
D	>R2 000 000	10%														
7	The Form of Guarantee is to be delivered within 14 (Fourteen) days after the Commencement Date															
8.6.1.1.2	The value of materials supplied by the Employer to be included in the insurance sum is R 0.00															
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 0.00															
8.6.1.2	A Coupon Policy for Special Risks is to be issued. (To be approved by the Employer's Claims Management Services Provider)															
8.6.1.3	The limit of the liability insurance is R10 000 000,00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period. (To be approved by the Employer's Claims Management Services Provider)															
8.6.1.5	The following additional and varied insurances are required: Not applicable															
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 10%															
5.5.1	The whole of the Works shall be completed within 6 Months with effect from date of appointment															
5.13.1	The penalty for failing to complete the Works is R5000,00 per day or part thereof, beyond the stated completion date, for each individual work order or instruction															
6.8.2	Contract Price Adjustment: Is applicable Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract 3rd Edition (2015). The value of "x" is 0,15 The values of the coefficients are: a = 0,3 b = 0,3 c = 0,35 d = 0,05 The urban area nearest the Site is Marble Hall The base month is Appointment Month or August 2010															
6.8.3	The following are special materials: <table><tr><th>Special Material</th><th>Unit</th><th>Rate or Price for the base month</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> The basis for price adjustment for special materials is as follows: *Indicate whether the material shall be delivered in bulk or in containers.	Special Material	Unit	Rate or Price for the base month												
Special Material	Unit	Rate or Price for the base month														

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



Clause	
	When called upon to do so, the Contractor shall substantiate the above or price with acceptable documentary evidence
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works but delivered is eighty percent (80%)
6.10.3	The percentage retention on the amounts due to the Contractor is 10%
6.10.3	A Retention Money Guarantee is not permitted.
7.8	The Defects Liability Period is twelve (12) calendar months per work completed.
10.3	Disputes are to be settled in terms of paragraph 50 of the SCM Policy, which reads as follows: Resolution of disputes, objections, complaints and queries (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes – (a) to assist in the resolution of disputes between the municipality and other persons regarding - (i) any decisions or actions taken in the implementation of the supply chain management system; or (ii) any matter arising from a contract awarded in the course of the supply chain management system; or (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract. (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively. (3) The person appointed must – (a) strive to resolve promptly all disputes, objections, complaints or queries received; and (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved. (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if – (a) the dispute, objection, complaint or query is not resolved within 60 days; or (b) no response is forthcoming within 60 days. (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution. (6) This paragraph must not be read as affecting a person's rights to approach a court at any time
10.3	Disputes are to be settled in terms of paragraph 50 of the SCM Policy, as set out above, under 58.2.

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....

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

Clause	
1(1)(h) 1(2)	The Contractor is The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:
1(1)(m)	The time for completing the works is days
37(2)(b)	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%
46(3)	The rate for special materials, exclusive of value-added tax (VAT) are:

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....



C1.3 FORM OF GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Condition for Contract for Construction Works, 3rd Edition, 2015

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means:

.2 CONTRACT DETAILS

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

.3 PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



- 3.2 its obligation under this Performance Guarantee is restricted to the payment money.
4. Subject to the Guarantor's maximum liability refer to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor
9. Payment by the Guarantor in terms of 5 will only be made against the return of original Performance Guarantee by Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....



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

Signed at.....

Date.....

Guarantor's signatory (1).....

Capacity.....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



PRO FORMA

ADJUDICATION BOARD MEMBER AGREEMENT

Please note that words in italics within brackets are items which should be stated.

This Agreement is entered into between:

Adjudication Board Member: (Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).

Contractor: (Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).

Employer: (Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).

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

The Parties entered into a Contract for (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, 3rd Edition, 2015, must be referred to (ad-hoc adjudication/standing adjudication).

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

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling :
- A monthly retainer of (amount) for (number) of months, and/or
 - A daily fee of (amount) based on a (number) hour day, and/or
 - A hourly fee of (amount), and/or
 - A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

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

This Agreement is entered into by:

Contractor's signature: _____

Contractor's name: _____

Place: _____

Date: _____

Employer's signature : _____

Employer's name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's name: _____

Place: _____

Date: _____

** Delete the inapplicable party*

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

between **THE DR. JS MOROKA LOCAL MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as _____

and

(hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz **CONTRACT NO. JSM /W03/22-23/W8 & 21 REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR**

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;

110

Bidder:

Initial: Authorised signatory/ies: **1.** _____

2. _____

Witness: _____

DR. JSMLM:

Initial: DR. JSMLM.....



- (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
- (iii) Section 37 : Acts or omissions by employees or mandataries, and
- (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 **The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1

NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
(IN CAPITALS)

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20....., Mr/Ms _____ whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS 1

NAME 1
 (IN CAPITALS)

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: JSM /W03/22-23/W8 & 21

FOR

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



DR JS MOROKA LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

C2 PRICING DATA

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS (Page 117-118)

C2.2 BILL OF QUANTITY (page 119-134)

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities ¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bid sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

Bidder:
Initial: Authorised signatory/ies: **1.**

DR. JSMLM:
Initial: DR. JSMLM.....

2.

Witness:



- The billed rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 For the purposes 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 Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work

Amount : The quantity of an item multiplied by the billed rate of the (same) item

Sum : An amount billed for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



NB: PLEASE STATE THE FOLLOWING:

- ARE/IS BID PRICE/S FIRM:

YES	NO
-----	----

- IF THE BID PRICE(S) ARE NOT FIRM, SUPPLY THE INFORMATION REGARDING ESCALATION APPLICABLE TO THIS BID:

.....

.....

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



DR JS MOROKA LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

C2.2	BILL OF QUANTITIES
-------------	---------------------------

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



Dr JS MOROKA LOCAL MUNICIPALITY						
SCHEDULE OF QUANTITIES:						
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR						
SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS						
SECTION 1: PRELIMINARY AND GENERAL - FIXED CHARGE AND VALUE RELATED OBLIGATIONS						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.1	PSA 8.3	FIXED CHARGE AND VALUE RELATED ITEMS: <i>(As specified in SABS 1200 A, SABS 1200 AB and the Project Specifications.)</i>				
1,1		Contractual Requirements:				
1.1.1	PSA 8.3.1	Fixed charge contractual requirements.	Sum			
1.1.2	PSA 8.3.1	Value related contractual requirements.	Sum			
1,2		Facilities for Engineer:				
1.2.1	PSA 8.3.2.1 a	Furnished office	Sum			
1.2.2	PSA 8.3.2.1 b	Telephone	Sum			
1.2.3	PSA 8.3.2.1 c	Name board	No	2,00		
1,3		Facilities for Contractor:				
1.3.1	PSA 8.3.2.2 a	Offices and storage sheds	Sum			
1.3.2	PSA 8.3.2.2 b	Workshops	Sum			Rate Only
1.3.3	PSA 8.3.2.2 c	Laboratories	Sum			Rate Only
1.3.4	PSA 8.3.2.2 d	Living accommodation	Sum			
1.3.5	PSA 8.3.2.2 e	Ablution and latrine facilities	Sum			
1.3.6	PSA 8.3.2.2 f	Tools and equipment	Sum			
1.3.7	PSA 8.3.2.2 g	Water supplies, electric power and communications	Sum			
1.3.8	PSA 8.3.2.2 h	Dealing with water	Sum			
1.3.9	PSA 8.3.2.2 i	Access	Sum			
1.3.10	PSA 8.3.2.2 j	Plant	Sum			
1.3.11	PSA 14.2 a	Materials on site storage and protection.	Sum			
1.3.12	PSA 14.2 b	Accommodation of traffic.	Sum			
1,4	PSA 8.3.3	Other Fixed Charge Obligations:	Sum			
1,5	PSA 8.3.4	Removal of Site Establishment:	Sum			
1,6	PSA 8.5	Sum Stated Provisionally by Engineer				
1.6.1		Occupation Health and Safety				
1.6.1.1	PSA 8.3.5.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act contractual Regulations	Sum			
1.6.1.2	PSA 8.3.5.2	Occupational, health and Safety act	Sum			
1.6.1.3		Medicals (entry and exit)	No	30,00		
		Overheads, charges and profit on item 1.6.1.1 + 1.6.1.2 + 1.6.1.3	%			
TOTAL SCHEDULE A - SECTION 1 CARRIED TO SUMMARY:						

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

**DR JS MOROKA LOCAL MUNICIPALITY****SCHEDULE OF QUANTITIES:****REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR****SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS****SECTION 2: PRELIMINARY AND GENERAL - TIME RELATED OBLIGATIONS**

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.2		TIME RELATED ITEMS: (As specified in SABS 1200 A, SABS 1200 AB and the Project Specifications.)				
2,1		Contractual Requirements:				
2.1.1	8.4.1	Time related contractual requirements.	Month	6,00		
2,2		Facilities for Engineer:				
2.2.1	PS A 8.4.2.1 a	Furnished office	Month	6,00		
2.2.2	PS A 8.4.2.1 a	Telephone	Month	6,00		
2.2.3	PS A 8.4.2.1 c	Name board(1 No)	Month	6,00		
2,3		Facilities for Contractor:				
2.3.1	PS A 8.4.2.2 a	Offices and storage sheds.	Month	6,00		
2.3.2	PS A 8.4.2.2 b	Workshops.	Month	6,00		
2.3.3	PS A 8.4.2.2 c	Laboratories.	Month	6,00		
2.3.4	PS A 8.4.2.2 d	Living accommodation.	Month	6,00		
2.3.5	PS A 8.4.2.2 e	Ablution and latrine facilities.	Month	6,00		
2.3.6	PS A 8.4.2.2 f	Tools and equipment.	Month	6,00		
2.3.7	PS A 8.4.2.2 g	Water supplies, electric power and communications.	Month	6,00		
2.3.8	PS A 8.4.2.2 h	Dealing with water.	Month	6,00		
2.3.9	PS A 8.4.2.2 i	Access.	Month	6,00		
2.3.10	PS A 8.4.2.2 j	Plant.	Month	6,00		
2,4	PS A 8.4.3	Supervision for Duration of the Contract:	Month	6,00		
2,5	PS A 8.4.4	Overhead Costs for the Duration of the Contract:	Month	6,00		
2,6	PS A 8.4.5	Other Time Related Obligations:	Month	6,00		
2,7	PS A 8.5	Environmental Management:	Month	6,00		
2,8	PS A 8.5	Occupational Health and Safety	Month	6,00		
TOTAL SCHEDULE A - SECTION 2 CARRIED TO SUMMARY:						

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

Bidder:
Initial: Authorised signatory/ies: **1.**
2.
Witness:

SCHEDULE OF QUANTITIES:

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR

SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS

SECTION 4: PRELIMINARY AND GENERAL - PRIME COST SUMS

[illegible]



DR JS MOROKA LOCAL MUNICIPALITY						
SCHEDULE OF QUANTITIES:						
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR						
SCHEDULE A: PRELIMINARY AND GENERAL OBLIGATIONS						
SECTION 5: PRELIMINARY AND GENERAL - DAYWORKS						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.5		DAYWORK:				
		<i>(As specified in SABS 1200 A and the Project Specifications.)</i>				
5,1	PS A8.7	Labour - Normal Working Hours: [Provisional]				
5.1.1		Skilled Labour (Artisan).	hr			Rate Only
5.1.2		Semi-skilled Labour.	hr			Rate Only
5.1.3		Unskilled Labour.	hr			Rate Only
5.1.4		Foreman.	hr			Rate Only
5.1.5		Extra-over rate for items 5.1.1 to 5.1.4 for work during non working hours.	%			Rate Only
5,2	8,7	Plant - Heavy Equipment: [Provisional]				
		<i>(Plant shall not be more than 3 years old or have more than 3000 hrs logged. Operator to be qualified and competency certified.)</i>				
5.2.1		Excavator - Size Cat 225.	hr			Rate Only
5.2.2		Excavator - TLB.	hr			Rate Only
5.2.3		Grader 140G or similar.	hr			Rate Only
5.2.4		Front end loader - bucket capacity ≤ 1.5 m ³ .	hr			Rate Only
5.2.5		Front end loader - bucket capacity ≤ 1.5 m ³ .	hr			Rate Only
5.2.6		Tip truck - 5 m ³ capacity.	hr			Rate Only
5.2.7		Tip truck - 10 m ³ capacity.	hr			Rate Only
5.2.8		Vibratory compaction roller - 13.5 ton.	hr			Rate Only
5.3.9		Transport cost per any unit of plant to deliver to site and remove from site for items 5.3.1 to 5.3.8	Sum			Rate Only
5,3	8,7	Plant - Small Equipment: [Provisional]				
5.3.1		Pedestrian roller - BW90 or similar.	hr			Rate Only
5.3.2		Vibratory plate compactor.	hr			Rate Only
5.3.3		Vibratory rammer.	hr			Rate Only
5.3.4		Transport cost per any unit of plant to deliver to site and remove from site for items 5.4.1 to 5.4.3.	Sum			Rate Only
TOTAL SCHEDULE A - SECTION 5 CARRIED TO SUMMARY:						

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

Bidder:
Initial: Authorised signatory/ies: **1.**
2.
Witness:

Bidder:
Initial: Authorised signatory/ies: **1.**
2.
Witness:

**DR JS MOROKA LOCAL MUNICIPALITY****SCHEDULE OF QUANTITIES:****REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR****SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS****SECTION 1: EARTHWORKS FOR PIPE TRENCHES**

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE DB - SECTION 1 BROUGHT FORWARD:						
DB.2		EARTHWORKS: (Continues)				
		<i>(As specified in SABS 1200 DB and the Project Specifications.)</i>				
2,1	PSDB 8.3.2	Backfill and Compaction:				
2.1.1		Backfill and compact trenches using labour intensive methods.	m ³	1 443,84		
2.1.2		Dispose of surplus excavated material.	m ³			Rate Only
2,2	PSDB 8.3.3	Excavation Ancillaries;				
2.2.1	PSDB 8.3.3.1	Make up deficiency in backfill material (Provisional)				
2.2.1.1		(a) from other necessary excavations on site.	m ³	721,92		
2.2.1.2		(b) Import from designated borrow pits.	m ³	902,40		
2.2.1.3		(c) importing from commercial or off site source selected by the contractor.	m	719,75		
2.2.2	PSDB 8.3.3.2	Opening and closing designated borrow pits.	Pov. Sum	1,00		
2.2.2.1	PSDB 8.3.3.3	Compaction within road reserve to 90 % of Modified AASHTO density clause 5.7.1.	m ³			Rate Only
2.2.3	PSDB 8.3.3.4	Overhaul:				
2.2.3.1		b) Overhaul in excess of the free-haul of 3.0 km.	m ³ -km			Rate Only
2,3	PSDB 8.3.5	Existing Services:				
2.3.1		a) Services that intersect a trench.	No.			Rate Only
TOTAL SCHEDULE B - SECTION 1 CARRIED TO SUMMARY:						

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

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DR JS MOROKA LOCAL MUNICIPALITY						
SCHEDULE OF QUANTITIES:						
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR						
SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS						
SECTION 2: PIPE BEDDING						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
LB		BEDDING: (As specified in SABS 1200 LB and the Project Specifications.)				
2,1	PSLB 8.2.1	Provision of Bedding from Trench Excavations: (Bedding to be Class C for flexible pipes as indicated in the contract drawings)				
2.1.1		a) Provision of bedding from pipe trench excavation within 1.0 km, using selected granular material.	m ³	601,60		
2.1.2		b) Provision of bedding from pipe trench excavation within 1.0 km, using selected fill material.	m ³	360,96		
2,2	PSLB 8.2.2	Imported Bedding Material: (Bedding to be Class C for flexible pipes as indicated in the contract drawings)				
2.2.1		a) Provision of bedding imported from designated borrow pit using selected granular material.	m ³	1 203,20		
2.2.2		b) Provision of bedding imported from designated borrow pit using selected fill material.	m ³			Rate Only
2,3	PSLB 8.2.4	Encas ing of Pipes in concrete Class A, 19m m stone ,25MPA reinforced & mass concrete:				
		Encasement of pipe through stream crossings, Rate shall include formwork, mixing and placing of concrete(5m ³) and Gabbions (10m ³)	m ³	45		
2,4	PSLB 8.2.5	Overhaul:				
2.4.1		a) Overhaul of material for bedding from trench excavations. Free-haul distance is 1.0 km.	m ³ -km			Rate Only
2.4.2		b) Overhaul of material for bedding from designated borrow pit. Free-haul distance is 5.0 km.	m ³ -km	9 129,13		
TOTAL SCHEDULE B - SECTION 2 CARRIED TO SUMMARY:						

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

Bidder:
Initial: Authorised signatory/ies: **1.**
2.
Witness:



DR JS MOROKA LOCAL MUNICIPALITY						
SCHEDULE OF QUANTITIES:						
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR						
SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS						
SECTION 3: HIGH PRESSURE PIPELINES AND ANCILLARIES						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE B - SECTION 3 BROUGHT FORWARD:						
L		HIGH PRESSURE PIPES:				
		<i>(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)</i>				
3,4	PSL 8.2.2	Specials and Fittings - HDPE End Caps:				
3.4.1		400 mm dia.	No.			Rate Only
3,5	PSL 8.2.2	Specials and Fittings - Flange Adaptors:				
		<i>(Bitumen dipped and LYNG sockets to SABS 546 and SABS 966 with flange drilled to SABS 1123, Table 16.)</i>				
3.5.1		400 mm dia.	No.	2,00		Rate Only
3,6	PSL 8.2.3	Specials and Fittings - HDPE Reducers:				
		<i>(Bitumen dipped, spigot and socket and socketed cast iron reducers all to SABS 546 and SABS 966.)</i>				
3.6.2		400 mm x 300 mm dia. [PN 20]	No.	15,00		
3,7		Specials and Fittings - Cast Iron Scour Tees:				
		<i>(Cast iron scour tee, Bitumen dipped and LYNG sockets to SABS 546 and SABS 966 with flanged branch, 400 mm dia, drilled to SABS 1123, Table 16.)</i>				
3.7.1		400 mm dia.	No.			Rate Only
3,8		Specials and Fittings - Elbows:				
		<i>(Cast iron scour tee, Bitumen dipped and LYNG sockets to SABS 546 and SABS 966 with flanged branch, 400 mm dia, drilled to SABS 1123, Table 16.)</i>				
3.8.1		400 mm dia.	No.			Rate Only
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

Bidder:**Initial:** Authorised signatory/ies: 1.

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DR JS MOROKA LOCAL MUNICIPALITY						
SCHEDULE OF QUANTITIES:						
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR						
SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS						
SECTION 3: HIGH PRESSURE PIPELINES AND ANCILLARIES						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE B - SECTION 3 BROUGHT FORWARD:						
L		HIGH PRESSURE PIPES:				
		(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)				
3.9	PSL 8.2.5	SPECIAL AND FITTINGS - VALVES:				
3.9.1		Specials and Fittings - Air Valve:				
		(Vent O' Mat SERIES RBX with screw ed BSP male inlet, or similar. Complete with flange, barrel nipple, and 80 mm gate valve)				
3.9.1.1		400 mm Ø Air Valve	No.	8		
3.9.2		Specials and Fittings - Scour Valve:				
		(Vent O' Mat SERIES RBX with screw ed BSP male inlet, or similar. Complete with flange, barrel nipple, and 80 mm gate valve)				
3.9.2.1		400 mm Ø	No.	2,00		
3.9.3		Pressure Reducing Valves				
		Supply, joint, test Bernad Reducing Valves for:				
3.9.3.1		100mm dia. 40bar rating (model 820F)	No.	4,00		
		114.3mm OD,t=4,0mm spool piece, 900mm lo	No.	8,00		
		restraining flange, one end plain and one flanged to table				
		2500/3				
		114.3mm OD, t= 4,0mm spool piece, 300mm l	No.	4,00		
		to table 2500/3				
		114.3mm OD,t=4,0mm spool piece, 900mm lo	No.	8,00		
		restraining flange, one end plain and one flanged to table				
		4000/3				
		114.3mm OD, t= 4,0mm spool piece, 300mm l	No.	8,00		
		to table 4000/3				
3.9.4		Specials and Fittings - Non Return Valve:				
		(Vent O' Mat SERIES RBX with screwed BSP male inlet, or similar. Complete with flange, barrel nipple, and 80 mm gate valve)				
3.9.4.1		400 mm Ø Isolation Valve	No.	2,00		
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

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DR JS MOROKA LOCAL MUNICIPALITY						
SCHEDULE OF QUANTITIES:						
REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESEVOIR						
SCHEDULE B: BULK SUPPLY AND NETWORK DISTRIBUTION WORKS						
SECTION 3: HIGH PRESSURE PIPELINES AND ANCILLARIES						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE B - SECTION 3 BROUGHT FORWARD:						
L		HIGH PRESSURE PIPES: (As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)				
4,00	8.2.5	Pipe Specials - Galvanised:				
4,2		100 mm dia air valve chamber vent as per details.	No.	4,00		
3,11	PSL 8.2.11	Thrust Blocks:				
3.11.1		Concrete volume < 0,5m ³	No.			Rate only
3.11.2		Concrete volume 0,5m ³ - 1	No.	18,60		
3.11.3		Concrete volume > 1 m ³	No.			Rate only
		Concrete pipe line markers as per details.	No.	37,60		
3,12	PSL 8.2.13	Valve Chambers:				
3.12.1		Valve chamber - As per detail complete including excavation, materials, plant, labour and incidentals, as per detail drawings.	No.	13,00		
3.12.2		Extra-over Item 3.15.1 for depth increments of 250 mm.	No.	9,00		
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

Bidder:**Initial:** Authorised signatory/ies: 1.

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Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....

Bidder:
Initial: Authorised signatory/ies: **1.**
2.
Witness:



	SUMMARY SCHEDULE OF QUANTITIES	REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT
SCHEDULE	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL - FIXED CHARGE AND VALUE RELATED OBLIGATIONS	
A	PRELIMINARY AND GENERAL - TIME RELATED OBLIGATIONS	
A	PRELIMINARY AND GENERAL - PROVISIONAL SUMS	
A	PRELIMINARY AND GENERAL - PRIME COST SUMS	
A	PRELIMINARY AND GENERAL - DAYWORK	Rate Only
C	SITE CLEARANCE	
DB	EARTHWORKS FOR PIPE TRENCHES	
LB	PIPE BEDDING	
L	HIGH PRESSURE PIPELINES AND ANCILLARIES	
	STRUCTURED TRAINING	
SUB-TOTAL:		
CONTINGENCIES@ 10%:		
SUB-TOTAL:		
ADD 15% VAT:		
TOTAL CONSTRUCTION AMOUNT:		
PROFESSIONAL FEES		
TOTAL PROJECT COST		

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

Witness:**DR. JSMLM:****Initial:** DR. JSMLM.....



DR JS MOROKA LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

C3 SCOPE OF WORKS

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: JSM /W03/22-23/W8 & 21

FOR

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR**PART C3 SCOPE OF WORKS****CONTENTS****C3.1 DESCRIPTION OF WORKS**

- C3.1.1 Employer's objectives
- C3.1.2 Overview of the Works
- C3.1.3 Extent of Works
- C3.1.4 Location of the Works
- C3.1.5 Temporary Works

C3.2 ENGINEERING

- C3.2.1 Design
- C3.2.2 Employer's Design
- C3.2.3 Contractor's Design
- C3.2.4 Drawings
- C3.2.5 Design procedure

C3.3 PROCUREMENT

- C3.3.1 Preferential Procurement
- C3.3.2 Subcontracting

C3.4 CONSTRUCTION

- C3.4.1 Works specifications
- C3.4.2 Site establishment
- C3.4.3 Plant & Materials
- C3.4.4 Construction equipment
- C3.4.5 Existing services

C3.4.3 HEALTH AND SAFETY

- C3.4.3.1 Requirements Of The Occupational Health And Safety Act Regulations
- C3.4.3.2 Environmental Management Plan
- C3.4.3.3 Provision Of Structured Training

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....



C3.4.3.4 Requirements Of Extend Public Works Programme

C3.4.3.5 Hiv /Aids Requirements

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 Generic Specification

Bidder:

Initial: Authorised signatory/ies: **1.**

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



STATUS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to deliver public infrastructure using labour-intensive methods where possible.

Labour-intensive works comprise the activities described in SANS 1921-5/Earthworks activities which are to be performed by hand/Labour-Intensive Specification⁽⁴⁾ and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

C3.1.2 OVERVIEW OF THE WORKS

The project entails **REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR.**

The scope of work will include:

- 1) Replacement of 3,76 km of Asbestos pipes with 400mm diameter HDPE pipe PN20
- 2) Installation of five 400mm diameter air valves
- 3) Installation of two 400mm diameter Isolation valves
- 4) Installation of two 100mm diameter scour valves
- 5) Construction of 10 concrete valve chambers

C3.1.3 EXTENT OF WORKS

REPLACEMENT OF ABESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR will be as follows:

- Earthworks
- Bedding
- Pipe laying
- Blanket
- Backfilling
- Pressure testing
- Concrete works
- Replacement of air valves and non-return valves

Bidder:

Initial: Authorised signatory/ies: **1.**

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Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



C3.1.4 LOCATION OF THE WORKS

The replacement of asbestos bulk line from water treatment plant to Bloedfontein reservoir is located at ward 8(Kameelrivier) and ward 21(Bloedfontein) under Dr JS Moroka Local Municipality in the Nkangala District Municipality of Mpumalanga Province. The GPS co-ordinates are as follows:

Weltevreden Water treatment plant	25° 6'57.85"S	28°59'14.92"E
Bloedfontein Reservoir	25° 2'27.57"S	28°57'15.04"E

C3.1.5 TEMPORARY WORKS

Bypass route will be provided to accommodate traffic during Construction.

C3.2 ENGINEERING

C3.2.1 DESIGN

Works designed by, per design stage:

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

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.2 EMPLOYER'S DESIGN

- (a) Works as described in scope of works above

C3.2.3 CONTRACTOR'S DESIGN

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 DRAWINGS

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure 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 on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

DRAWING NO.	REV	DRAWING DESCRIPTION
	A	LOCALITY PLAN
DJS/L/01	A	LAYOUT DRAWING
DJS/LS/01	A	LONG SECTION DRAWING
DJS/LS/01	A	LONG SECTION DDRAWING
DJS/D/01	A	DETAILS OF AIR VALVE
DJS/D/02	A	DETAILS OF SCOUR VALVE
DJS/D/03	A	DETAILS OF PRESSURE REDUCING VALVE

C3.2.5 DESIGN PROCEDURES

- interfaces with existing structures, plant etc;
- any temporary works requirements, if any, e.g. specialized items of equipment;
- design integration before and during construction;
- procedures for all necessary approvals;
- special procedures e.g. environmental;
- design change procedures, and
- record keeping and tracking of documents.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

The preferential procurement will be in accordance with the ***Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000)*** and the ***Preferential Procurement Regulations 2001***.

Bidder:

Initial: Authorised signatory/ies: 1.

2.

Witness:

DR. JSMLM:

Initial: DR. JSMLM.....



Preference points will be awarded for the targeting of local resources in accordance with the resource specification for the Implementation of Targeted Construction Procurement **SOUTH AFRICA NATIONAL STANDARDS (SANS)**

C3.3.1.2 Resource standard pertaining to targeted procurement

1914-4: 2002: Participation of Targeted Enterprises and Targeted Labour, issued by the South African Bureau of Standards.

Tender evaluation points for preferences is scored in relation to the extent to which the tenderer commits himself/herself to the employment of targeted labour or engaging targeted enterprises in the execution of the contract as reflected in the tendered Contract Participation Goal.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works and specialised works

Mandatory

- The reallocation of specialise services such as Telkom, Eskom cables

Local

- Concrete works

C3.3.2.2 Preferred subcontractors/suppliers

There will be no preferred specific supplier/subcontractor on this project.

C3.3.2.3 Subcontracting procedures

The names of all proposed Sub-contractors to be employed by the Contractor must be submitted to the Engineer and the client for approval before they are engaged in any activities on site. Approved subcontractors shall not further subcontract work subcontracted to them. Subcontractors should not communicate directly to the Engineer but via the main Contractor. The sub-contractor and contractor shall make use of CLO for sourcing local labour from the local community

C3.3.2.4 Attendance on subcontractors

Experience Local Contractors will be engaged for the implementation of this project. The Local Sub contractors will be developed without sacrificing the quality of work.

C3.3.2.5 MINIMUM WAGE

C3.3.2.5.1 Requirements

The minimum requirements wage rate for an unskilled Labourer should be R23.19 /hour.

Bidder:

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C3.4 CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

The standard specifications on which the civil works in this contract is based are **Standards South Africa's Standardized Specifications for Civil Engineering Construction SANS 1200**.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract:

SANS 1200 AA	1986: GENERAL
SANS 1200 AB	1986: ENGINEER'S OFFICE
SANS 1200 C	1980: SITE CLEARANCE (amended 1982)
SANS 1200 DA	1988: EARTHWORKS (SMALL WORKS) (amended 1990)
SANS 1200 DB	1989: EARTHWORKS (PIPE TRENCHES) (amended 1990)
SANS 1200 GA	1982: CONCRETE (SMALL WORKS)
SANS 1200 HA	1990: STRUCTURAL STEELWORK (SUNDRY ITEMS)
SANS 1200 L	1983: HIGH-PRESSURE PIPELINES
SANS 1200 LB	1983: BEDDING (PIPES)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 1921 (2004):	Construction and Management Requirements for Works Contracts
Part 1:	General Engineering and Construction Works; and
Part 2:	Accommodation of Traffic on Public Roads Occupied by the Contractor.

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C3.4.2 VARIATIONS TO STANDARDIZED PROJECT SPECIFICATIONS

C3.4.2.1 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications. In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications refers to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

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Standard specifications that are applicable to this contract can be seen below. Variations to these standard specifications can be seen in the following section:

SANS 1200 AA	1986: GENERAL
SANS 1200 AB	1986:ENGINEER'S OFFICE
SANS 1200 C	1980: SITE CLEARANCE (amended 1982)
SANS 1200 DA	1988: EARTHWORKS (SMALL WORKS) (amended 1990)
SANS 1200 DB	1989: EARTHWORKS (PIPE TRENCHES) (amended 1990)
SANS 1200 GA	1982: CONCRETE (SMALL WORKS)
SANS 1200 HA	1990: STRUCTURAL STEELWORK (SUNDRY ITEMS)
SANS 1200 L	1983 HIGH-PRESSURE PIPELINES
SANS 1200 LB	1983: BEDDING (PIPES)

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VARIATIONS AND ADDITIONS TO REQUIREMENTS OF STANDARD SPECIFICATIONS

CONTRACTOR'S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1303 PAYMENT

Add the following at the end of Item 13.01(1).

"..... and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

Add the following new pay item:-

Add the following new pay item:-

Item	Unit	
B13.01(a) Services for Community Liaison Officer		Prov Sum
The CLO will be paid R6000/pm . Contractor will only claim Handling fee under item B13.01 (b)		
B13.01(b) Handling cost and profit in respect of sub-items B13.01(a)		%
B13.02 Training:		
(a) Provisional sum for training allowance to targeted labour undergoing training		Prov Sum
(i) Technical Skills		
(ii) Generic Skills		
(iii) Entrepreneurial skills		
(iv) Remuneration of labours undergoing technical skills training.		
(v) Training Venue		
Payment of items will be based on acceptable quote from at least three accredited training service providers. Payment will be as invoiced from nominated service provider after completion of training. Contractor will claim handling fee under item B13.02 (b)		
(b) Contractors handling costs, profit and all other charges in respect of sub-item B13.02 (a)		%
B13.04 Relocation and/or protection of existing services:		Prov Sum
(a) By the contractor		

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Payment of the item will be based on actual time of personnel and equipment to carry out the required relocation and/or protection of services. Any materials to be used must be approved by the Engineer on site.

(b) By the service provider

Invoice of nominated and approved service provider will be certified for payment after work done. Contractor will claim handling fee under item B13.02 (c).

(c) Handling cost in respect of B13.05 (b) %

B13.05 Information Board
Supply, transport to site and erect contract signboard as indicated on drawing Number (No.)

PSA GENERAL (SANS 1200 A)

PS-5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-5.1 General

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS-5.2 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS-5.3 Management and disposal of water (Read with SANS 1921 - 1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained.

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Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS-5.4 Disposal of spoil or surplus material (Read with SANS 1921 - 1: 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

PS-5.5 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

PS-5.5.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

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

PS-5.5.2 Acceptance control

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

PS-5.6 Survey beacons (Read with SANS 1921 - 1: 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-5.7 Existing Services (Read with SANS 1921 - 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

PS-5.8 Management of the environment (Read with SANS 1921 - 1: 2004 clause 4.19)

The Contractor shall pay special attention to the following:

- (a) Natural Vegetation

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

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

(b) Fires

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

(c) Sanitation on Site

The contractor is to supply adequate toilet facilities on site for the use of his staff and visitors to the site. This toilet shall either be a VIP latrine with adequate superstructure and pedestal, or a chemical toilet. In the latter case arrangements are to be made for the regular emptying of the toilet and disposal thereof at the Lebowakgomo sewerage works. All toilets are to be removed from site on completion of the contract, and holes to be carefully backfilled and the area left neat and tidy. The contractor is to make separate arrangements for the collection and disposal of solid waste from the site.

PS-5.9 Overhaul

No payment will be made for overhaul on this contract unless provision is made therefor in specific items.

PS-5.10 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PSAB ENGINEER'S OFFICE

PSAB-3 MATERIALS

PSAB-3.1 Nameboards

The layout of the required nameboards shall be as detailed on the drawing. The nameboards shall be manufactured to specifications in the drawing and erected at positions as instructed by the Engineer.

PSAB-3.2 Office building(s)

The contractor shall provide and furnish one office for the use of the Engineer and the LDO/CLO.

PSAB-4 PLANT

Bidder:

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PSAB-4.2 Equipment (Additional Clause)

The Contractor shall provide the following equipment on site for the full duration of the contract, for the exclusive use of the Engineer.

- 1 Automatic level and levelling staff.
- 1 Measuring wheel.
- 1 Measuring tape of 50m length.
- 1 DCP (Dynamic Cone Penetrometers).

All equipment may be shared by arrangement between the Contractor and the Engineer's representative. The Contractor shall insure the equipment against any loss, damage or theft and he shall indemnify the Engineer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

PSC SITE CLEARANCE

PSC-3 MATERIALS

PSC-3.1 Disposal of material

Materials arising from clearing and grubbing shall be disposed on a site to be found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates. Trees and stumps necessarily removed shall not be burnt unless authorized by the Engineer but shall be cut and stocked at areas designated by the Engineer.

PSC-5 CONSTRUCTION

PSC-5.2 Cutting of trees

PSC-5.2.3 Preservation of trees

PSC-5.2.3.1 General

The penalty in respect of every individual tree, designated, as a tree to be preserved, that is damaged or removed unnecessarily by the Contractor, shall be R500. Trees that fall within areas upon which the works are to be constructed or within areas that the Contractor must occupy for the proper construction of the works will not be designated for preservation.

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SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add to Clause 1501 the following :

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned.

B1502 GENERAL REQUIREMENTS

(a) Safety

Add to Sub-clause 1502(a) the following :

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

(b) Providing Temporary Deviations

Add to Sub-clause 1502(b) the following :

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.'

It is a condition of this contract that not more than 1.5 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

(i) Traffic Safety Officer

Bidder:

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Add to Sub-clause 1502(i) the following :

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used."

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 5 tons and shall be equipped with a high visibility rear panel as shown on Figure 24 of Road Signs Note No.13. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the Contractor's establishment on site.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

- (ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.



- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following new Sub-clauses to Clause 1502:

(j) Public traffic

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(k) Failure to comply with provisions

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all

work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

(l) Access to work area

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access

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point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(m) Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of Clause 1503 with the following :

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Roadworks, and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

Replace the third paragraph of Clause 1503 with the following :

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Roadworks, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer. Typical arrangements expected to be used in the Contract are given on the tender drawings.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions

(b) Road signs and barricades

Add to Sub-clause 1503(b) the following :

The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, or lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

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The traffic-control devices, temporary signs and devices required in the Contract are those designated in Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilising a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the sign posts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be deemed to be covered by the tendered rates of items B15.03.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply to the requirements, the work on that section will be suspended without any compensation to the Contractor.

(c) Channelisation devices and barricades

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sand bags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks.

(e) Warning devices

Add to Sub-clause 1503(e) the following :

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

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All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

Add the following New Sub-clauses to Clause 1503 :

(g) Other signs and facilities

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform with the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers."

Cones shall be manufactured and positioned in accordance with the details specified on the drawings.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) Safety jackets

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with two jackets. Payment for Engineer's jackets will be as indicated in item B15.14 in the bill of quantities.

B1513 ACCOMMODATION OF TRAFFIC

Amend Clause 1513 as follows :

In the third line of the third paragraph, delete "4 km" and replace with "1 km".

In the second line of the fourth paragraph, delete the word "four" and replace with "one". Also, delete "2 km" and replace with "1 km".

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PSDA EARTHWORKS (SMALL WORKS)

PSDA-3 MATERIALS

PSDA-3.1 Classification for Excavation purposes

PSDA-3.1.2 Classes of excavation

For this contract classes of excavation will be subdivided as follows:

(a) **Labour-intensive methods**

All excavations, whether mass, restricted or trench excavations, in material which is pick-able and which can be efficiently excavated, removed and loaded with hand tools shall be regarded as soft excavation for the purpose of labour-intensive methods.

Mass excavations which cannot efficiently be done by hand methods, and restricted excavations and trench excavations over 1,5 m in depth, as well as individual boulders which cannot efficiently be removed by hand methods, shall be regarded as excavations where conventional methods have to be applied.

The Contractor shall be responsible to establish where labour-intensive methods are not achievable and will not be paid extra for areas where labourers could not complete tasks because such methods were not achievable.

(b) **Conventional methods**

All mass, restricted and trench excavations not designed as excavations to be done by labour-intensive methods, shall be classified as follows:

(i) Soft excavation, being all excavation other than material classified as hard excavation as defined below.

(ii) Hard rock excavation, as specified in clause PSDB 3.1 (a) (ii) excepting that boulders over 0,125 m³ in size will be measured individually and added to the quantity of hard rock excavation.

PSDA-5 CONSTRUCTION

PSDA-5.1 Precautions

PSDA-5.1.4 Storm water and groundwater

- **Add the following:**

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The Contractor shall make provision for keeping the works dry by means of pumping, temporary valves, blank flanges, diversion berms, cut-off trenches etc. Water may come from groundwater seepage, storm-water inflow or flow from existing pipes when a connection to an existing line is made.

The Contractor shall minimize the time of tying into existing services to the absolute minimum to prevent long cut-off times and he shall do everything in his power to do the work as quickly as possible.

PSDA-5.2 Methods and procedures

PSDA-5.2.2 Excavation

- **Add the following to sub-clause (f):**

Borrow materials shall be obtained from designated Borrow Pits approved by the Engineer.

PSDA-5.2.6 Transport for Earthworks

PSDA-5.2.6.1 Freehaul

- **Add the following:**

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the schedule of quantities. No overhaul will be payable on this contract.

PSDA-5.2.6.3 Haul and spoil roads (Additional sub-clause)

The Contractor shall be responsible for the provision of all haul and spoil roads that may be required for the construction of the works and that the Engineer may approve. No additional payment will be made in this regard.

PSDA-8 MEASUREMENT AND PAYMENT

PSDA-8.3 Scheduled Items

PSDA-8.3.1 Excavation

- **Change the description of sub-item (b) to read as follows:**

- (b) Excavate in all materials and use for embankment or backfill, or dispose of or temporarily stockpile surplus material

..... Unit: m³

The excavation will be computed from the perimeter of the structure and the

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average depth of the excavation on the perimeter of the structure. Backfill and compaction is to be included in the rate.

- **Add the following additional sub-item:**

(d) Extra excavation in all materials to provide working space around Unit: m²

The area will be computed from the perimeter of the structure and the average depth of excavation on the perimeter of the structure.

- **Add the following to the payment clauses:**

“Payment for excavations shall not distinguish between excavation by labour-intensive methods and excavation by conventional methods. Unsuitable material shall be disposed of at a site found by the Contractor and approved by the Engineer.”

PSDA-8.3.3 Overhaul

Overhaul will not be measured on this contract and all haul will be regarded as free haul.

- **Add the following item:**

PSDA-8.3.9 Temporary works to control water inflow and de-watering of sites where existing pipes are cut and tied into Unit: No

The tendered rate for the control of water at each site where water inflow occurs shall cover the cost of the Contractor's establishment of pumping and drying equipment on site, operation of the equipment and removal of the equipment after completion.

PSDA-5 CONSTRUCTION

PSDA-5.2 Methods and procedures

PSDA-5.2.2 Excavation

- **Add the following to sub-clause (f):**

Borrow materials shall be obtained from commercial sources or borrow pits found by the Contractor and approved by the Engineer.

PSDA-5.2.5 Finishing

PSDA-5.2.5.6 **Disposal or surplus material** (Additional sub-clause)

All surplus or unsuitable materials arising from excavation shall be disposed of on a site to be found by the Contractor and approved by the Engineer. All costs

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related to the disposal of surplus material shall be deemed to be included in the tender rates.

PSDB EARTHWORKS (Pipe trenches)

PSDB-3 MATERIALS

PSDB-3.1 Classes of Excavation

For this contract classes of excavation will be subdivided as follows:

(a) Excavation on a labour-intensive method

For the purpose of the labour-intensive contract the excavation material will generally be classified as follows for purposes of measurement and payment:

(i) Soft excavation

Soft excavation shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools. Soft excavation shall include all boulders with a volume of less than 0,125 m³ and a maximum dimension of 500 mm, which can still be removed by hand methods.

(ii) Hard excavation

Hard excavation shall be excavation in material, which can only be removed efficiently with mechanical equipment such as jackhammers, drilling and blasting, etc. Hard excavation shall also include boulders with a volume exceeding 0,125 m³ and the maximum dimension exceeding 500 mm, which cannot be broken down and removed by hand methods.

(b) Excavation by Conventional method

In cases where heavy excavation equipment is allowed, the following will be applicable. Hard rock excavation shall be as specified in SABS 1200 D sub-clause 3.1.2(c) and excavation in all other material will be taken as soft excavation. Boulders, which require individual drilling, and blasting in order to be loaded by a track-type front-end loaders or back-acting excavator, shall be classified as hard rock and will be measured individually as they are removed.

PSDB-5 CONSTRUCTION

PSDB-5.3 Site clearance

Add the following to the clause:

"The Contractor shall dispose of all surplus and unsuitable material on a site to be found by him and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tendered rates.

Where pipes are to be laid the Contractor will be allowed to clear and grub a strip



2,5 m wide along the centreline of the trench. No vegetation outside this strip may be damaged without the written approval of the Engineer.

All trees with a girth exceeding 250 mm or a height exceeding 2,5 m within this strip, shall be protected and may only be damaged or removed after a written order by the Engineer."

PSDB-5.6.3 Disposal of Soft Material

Surplus and/or unsuitable excavated material must be disposed of at a site found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates.

PSDB-5.6.4 Disposal of Hard Rock Material

Hard Rock Material must be disposed of at a site found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates.

PSDB-7 TESTING

PSDB-7.1 Notwithstanding the contents of Clause 7.1, the Contractor shall bear the cost of all quality control tests regardless of whether the tests indicate acceptable compaction or not.

The following are the minimum frequencies for the process control tests to be executed by the CONTRACTOR:

- (a) Pipe bedding: one density test on each 50m of pipe trench.
- (b) Normal trench backfilling: one density test on every second layer for every 50m of pipe trench.
- (c) Backfilling in areas subject to vehicle loads: one test on each layer of 150mm at each road or railway crossing.

The positions of this minimum number of density tests shall be determined randomly by the Contractor and shall be clearly documented with the results. The results of the tests shall be submitted to the Engineer and shall prove to the Engineer that the work as a whole was done satisfactorily.

Additional tests, over and above the minimum tests could be ordered by the Engineer. Payment for these tests will be made under Item PSA-8.5 if the tests indicate that the density is as specified. If any tests fail, the cost of such tests shall be for the account of the Contractor.

PSDB-8 MEASUREMENT AND PAYMENT

PSDB-8.3.2 Excavation

- a) Payment for pipe trench excavation shall not distinguish between labour-intensive

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work (hand excavation) and work done by mechanical equipment (machine excavation). Since this project is a labour-intensive project, all the excavations shall be done by labour-intensive methods. Machine excavation may be used for unpredictable situations (such as bad weather conditions) and only on instruction of the Engineer.

PSDB-8.3.3.4 Overhaul

Overhaul will not be measured on this contract and all haul will be regarded as free haul.

PSGA CONCRETE (SMALL WORKS)

PSGA-5 CONSTRUCTION

PSGA-5.2 Formwork

PSGA-5.2.1....Classification of finishes

Concrete against which earth will be backfilled shall be finished rough. All exposed concrete surfaces shall be finished smooth to a degree of accuracy II.

All exposed concrete corners shall be finished with a 20 mm x 20 mm triangular chamfer. The cost of providing this chamfered finish shall be included in the tendered formwork rates and no additional payment will be made for this requirement.

PSGA-5.4 Concrete

PSGA-5.4.1....Quality

PSGA-5.4.1.1.General

All concrete used for this contract shall comply with the requirements of strength concrete.

PSGA-5.4.1.3.Workability

Workability range for all concrete (slump) shall be between 50mm and 75mm.

PSGA-5.4.8 Concrete surfaces

- **Add the following to sub-clause 5.4.8.2:**

Wood-floated finish

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All exposed surfaces not finished against forms shall have a wood floated finish. The surface shall be first treated as specified in sub-clause 5.5.10.1, and after the concrete has hardened sufficiently, it shall be wood-floated to a uniform surface free from trowel incites. The levelled surface shall be wood-floated either by hand or by machine only, to remove trowel marks.

PSGA-8 MEASUREMENT AND PAYMENT

PSGA-8.1 Measurement and rates

PSGA-8.1.2....Reinforcement

- ***Replace subclause 8.1.2.2 with the following:***

“PSGA-8.1.2.2 Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.

Welded mesh will be scheduled separately for each type and mass per square metre of mesh.”

- ***Replace subclause 8.1.2.3 with the following:***

“PSGA-8.1.2.3 The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled. The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SANS 920.

The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.”

PSHA STRUCTURAL STEELWORK (SUNDRY ITEMS)

PSHA-5 CONSTRUCTION

PSHA-5.2 Fabrication and assembly

PSHA-5.2.6 Handrails

Handrails shall be hot-dip galvanized as specified in SABS 763, and shall be the Mentis type or an approved equivalent.

PSHA-5.2.7 Ladders

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Ladders and other steelwork inside the water-retaining structures shall be manufactured from grade 316 stainless steel. Stainless steel 316 L welding rods shall be used and welding shall be done according to the MMA process. All welds shall be pickled and passivated after welding.

Ladders and all other structural steel outside the water-retaining structures shall be manufactured from Grade 300 W steel and shall be hot-dip galvanized.

PSHA-6 TOLERANCES

PSHA-6.1 Fabrication and assembly tolerance

Degree II accuracy shall be applicable.

PSHA-8 MEASUREMENT AND PAYMENT

PSHA-8.1 Basic principles

PSHA-8.1.3. Additional clause

Sundry items additional to the scheduled items will be as described in the Schedule of Quantities.

The tendered rates for such sundry items shall cover the cost for supply, manufacture, protective coating and installation or construction and testing (if required) of the items as scheduled and as detailed on the drawings.

PSHA-8.3.6 Corrosion Protection

Corrosion protection will not be measured and paid separately.

The cost of corrosion protection in accordance with SABS 1200 HC shall be deemed to be included in the rates tendered for the applicable items.

PSHA-8.3.8 Sundry items (Additional clause)

Items not described in the specifications or in the Project Specifications may be shown on the drawings or scheduled in the Schedule of Quantities. The unit of measurement will be sum or number as scheduled.

PSL HIGH - PRESSURE PIPELINES

PSL-3 MATERIALS

PSL-3.8 Jointing Materials

PSL-3.8.2 Flexible couplings

PSL-3.8.2.1 All unflanged steel pipes used shall be provided with flexible couplings as shown on the drawings.

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All flexible couplings shall be "Viking Johnson" couplings without centre register, or approved similar.

Rubber rings shall be of the wedge-type and shall be manufactured from natural or synthetic rubber only. Reclaimed rubber shall not be used in the manufacture of the rubber rings.

PSL-3.8.3 Flanges and accessories

All flanges, not jointing to existing flanges, shall be drilled in accordance with SABS 1123 Table 1000/3; 1600/3 or 2500/3. The type, drilling pattern and sizes of flanges jointing to existing flanges shall match those of the existing flanges and shall be determined on site.

PSL-3.10 **Valves**

Valves shall comply with Department of Water Affairs and Forestry Specification DWS 2510. Where no specification exists for specified valves, i.e. flow control valves, these valves shall comply with Particular Specification PLZ.

PSL-3.11 **Manholes and surface boxes**

Manholes and surface boxes shall be constructed as shown on the standard drawings.

PSL-5 **CONSTRUCTION**

PSL-5.1.3 Keeping Pipelines clean

The interior surfaces of all pipes, specials, valves and fittings shall at all times be kept free from dust, silt, foreign matter and access by rodents, animals and birds shall be prevented. Pipes and specials shall not be used as shelters by staff or for the storage of garments, tools, materials, food containers or similar goods. Particular care shall be exercised at all times to prevent faecal contamination of pipe interiors by staff, casual visitors or passers-by.

Metal night-caps approved by the Engineer shall be used to close off all ends of each laid section of pipeline when work is stopped at the end of the day or for longer periods and shall be left on the ends of sections of completed pipework until such sections are tied-in with the remainder of the completed pipeline.

Notwithstanding the use of night-caps the Contractor shall at his own expense make good all damage to pipe linings and fittings caused by the ingress of dirty water, silt, sand, debris, vermin, insects and other foreign matter. The Contractor shall at his own expense and to the satisfaction of the Engineer clean the interior of the pipeline of such contaminants, failing which the Engineer may order the Contractor to remove the pipes from the trench and replace them with clean pipes.

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**PSL-5.1.4 Depth and cover**

Cover to pipelines shall be as detailed on the relevant drawings. If no cover dimension is given, then the minimum cover to all new pipelines shall be minimum 800mm.

PSL-5.6 Valve and Hydrant Chambers

All valve and meter chambers required shall be constructed as detailed on the relevant drawings.

PSL-7 TESTING**PSL-7.3 Standard hydraulic pipe test****PSL-7.3.1 Test pressure and time of test**

PSL-7.3.1.1 The hydraulic tests shall be carried out within 7 to 14 days after the last anchor block in the section to be tested has been cast. The field test pressure shall be 1,5 times the working pressure of the pipes or the pressure rating of the pipe fittings, whichever is the lesser, in the section to be tested. The pressure is applicable to the lowest point of the section to be tested.

PSL-7.3.1.2 Tests shall be done before any connections have been made to the network.

PSL-7.3.4 General (Additional sub-clause)

All completed pipelines shall be satisfactorily tested hydrostatically and no payment in respect of pipelaying or the supply of pipes and fittings on any section of pipeline shall be made until such tests have been completed.

Hydrostatic tests shall be carried out on approved suitably sized completed sections of the works as pipelaying proceeds.

The Contractor shall be responsible to arrange all aspects of the hydrostatic testing and for the supply of all equipment, material, water for testing and labour required.

The mains shall be carefully and slowly charged with potable water, so that all air is expelled and shall then be allowed to stand full for at least 48 hours before pressure testing is commenced.

Joints shall, except where otherwise approved, be exposed during testing. Except where unavoidable, testing shall preferably not be carried out against closed

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valves. Care shall be taken to strut and support the mains wherever necessary during testing such as at ends of pipelines, at bends, etc.

The pressure shall be applied by a manually operated force pump or by a power driven pump, which shall not be left unattended during testing. The Contractor shall ensure that pressure gauges are accurately calibrated before testing commences and precautions shall be taken to ensure that the quantity of make-up water pumped into the pipelines during testing is measured.

The test pressure applied to the section of mains being tested shall be such that the pressure in any pipe, fitting or valve in the section does not exceed its specified pressure rating.

The test pressure shall be maintained by the pump for at least one hour and during the period the quantity of make-up water required to maintain the test pressure in the mains shall be measured and all joints shall be carefully inspected for signs of leakage.

The hydrostatic test shall be regarded as satisfactory if the amount of make-up water required during the last hour of the testing period does not exceed 0,005 litres per millimetre of diameter per kilometre of length of the pipelines making up the section for every 30 m head of water and if no visible leaks were observed at joints, fittings, valves, etc. If any hydrostatic test result is unsatisfactory in any regard, the Contractor shall carry out all necessary remedial measures to approval and the test shall be repeated, all at his expenses.

Water used for hydrostatic testing shall be disposed of in an approved manner without causing damage, nuisance or injury.

The Contractor shall allow for the cost of all labour, equipment, water for testing and material for hydrostatic testing in the Scheduled Rates for supply and laying of pipes and supply and laying of fittings and no separate payment will be made in respect of hydrostatic testing.

PSL-8 MEASUREMENT AND PAYMENT

PSL-8.2 Scheduled Items

PSL-8.2.11 Anchor/thrust blocks and pedestals

- Consolidate the three sub-items of item (b) and change the description to:

"(b) Concrete (state grade) in small quantities to thrust and anchor blocks, complete with formwork and reinforcing (if required) Unit: m³

PSL-8.2.17 Pipe Markers (Additional clause)..... Unit: No

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The tendered rate shall cover all the costs for supply and installation of pipe markers as detailed on the drawings, including excavations and backfilling as necessary.

PSL-8.2.18 Miscellaneous (Additional clause)

This clause covers all the miscellaneous items not specified in SABS 1200 L. The unit of measurement is No or Sum, as indicated in the schedule of quantities. The tendered rate for each component shall cover the cost of labour, materials, plant and incidentals necessary to install the complete item as specified in the Schedule of Quantities and as detailed on the standard drawings.

PSLB BEDDING (PIPES)

PSLB-3 MATERIALS

PSLB-3.3 Bedding

Unless otherwise indicated or instructed by the Engineer, all pipes shall be laid in class C bedding as shown on the standard drawing.

PSLB-3.4 Selection

PSLB-3.4.3 General (Additional sub-clause)

The contractor shall use selective methods for the purpose of providing bedding materials and shall avoid the use of plant, which could cause the burying or contamination of material. If, in the opinion of the engineer, the grading of the selected material excavated from the trench is not suitable, then the engineer may order the contractor to grade the material by screening. The material to be used as bedding shall pass a 10 mm sieve and can be retained on a 5 mm sieve. Screening, if ordered, will be paid for separately.

PSLB-8 MEASUREMENT AND PAYMENT

PSLB-8.1.3 Volume of Bedding Materials

Add the following:

“The volume of bedding materials shall exclude the volume taken up by the pipe”.

PSLB-8.2 Scheduled Items

PSLB-8.2.5 Overhaul of materials for bedding cradle and selected fill blanket

For this contract freehaul is not limited and no payment will be made for overhaul.

- **Add the following:**

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For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the schedule of quantities. No overhaul will be payable on this contract.

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C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

The following Particular Specifications are applicable to this Contract and are contained in this document.

C3.4.3.1 Requirements Of The Occupational Health And Safety Act Regulations

C3.4.3.2 Environmental Management Plan

C3.4.3.3 Provision Of Structured Training

C3.4.3.4 Requirements Of Extend Public Works Programme

C3.4.3.5 Hiv /Aids Requirements

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ANNEXURE 3: LIST OF RISK ASSESSMENTS

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DR JS MOROKA LOCAL MUNICIPALITY Coherent Health & Safety Specifications

DR JS MOROKA LOCAL MUNICIPALITY



**REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN
RESERVOIR**

Coherent Health & Safety Specifications

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a) FOREWORD

These health & safety specifications have been compiled in terms of the Occupational Health & Safety Act no. 85 of 1993 and Construction Regulations of 7 February 2014 as amended. It must be clear that this document is a management tool and should be used by the Principal Contractor and Contractors to comply with the Act and regulations.

Should there be any contradiction between this document and the Act; the Act must take preference except where explicitly stated.

Similarly, where this document is silent on a specific health & safety requirement, the Act must be used as the minimum requirement.

Should you be unclear about anything set out in this document, please contact this office. These specifications are site specific and include all works to be done by the principal contractor. The principal contractor will be responsible for all the work on site.

Every endeavour has been made to address the most critical aspects relating to Health and Safety issues to assist contractors in adequately providing for Health and Safety of employees on site. However, the Principal Contractor is required to ensure they stay compliant with statutory requirements and construction programs and processes and include such aspects in their Health and Safety file.

These health and safety specifications was prepared by H.Heyneke registered at the South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Manager (CHSM 162/2016) and Candidate Construction Health and Safety Agent (Can CHSA 146/2018)

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COHERENT HEALTH AND SAFETY SPECIFICATIONS FOR

REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR.

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specifications

The Construction Regulations (February 2014) places the onus on Dr JS Moroka Local Municipality to prepare coherent health & safety specifications, highlighting risks not successfully eliminated during design. The Dr JS Moroka Local Municipality also can set the tone and standard of occupational health & safety on the construction site.

1.2 Responsibility and Accountability

It is imperative to understand the process of determining legal accountability, as the OHS-Act is the only criminal Act still administered by the Department of Labour. It assumes that the CEO is overall accountable even though he may delegate some of his responsibilities. This principal is entrenched in Section 37(1) of the Act. This is generally referred to as the REASONABLE MAN TEST. SECTION 37: Acts or omissions by employees or Mandataries

1.3 Purpose of the Health and Safety Specifications

The purpose of this specification document is to provide the relevant Principal Contractor (and sub-contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and of persons in connection with the use of plant and machinery during Construction work.

1.4 Implementation of the Health and Safety Specifications

To brief the Principal and Sub Contractor on the significant health and safety requirements and aspects of the project. This shall include the provision of the following information and requirements namely:

- b) safety considerations affecting the site of the project and its environment;*
- c) health and safety aspects of the associated structures and equipment;*
- d) required submissions on health and safety matters from the Principal Contractor (and Sub Contractor).*
- e) the Principal Contractor's (Sub – Contractor's) health and safety plan.*

To serve to ensure that the Principal Contractor (and Sub Contractors) is/are fully aware of what is expected from them with regards to the Occupational Health and Safety Act, 85 of 1993 and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 and 44 of the Act.

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To inform the Principal Contractor that the Occupational Health and Safety Act, 85 of 1993 in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 7 February 2014 and incorporated into the above Act by Government Notice R 84, published in Government Gazette 37305 shall specifically apply to all persons involved in the construction work pertaining to this project.

“Purpose of the Act” –To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –means a competent person who acts as a representative for Dr JS Moroka Local Municipality.

“Dr JS Moroka Local Municipality” –means an entity for which the construction work is performed;

"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 work" means any work in connection with –

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b) 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;

“Contractor” means an employer who performs construction work.

"Designer" means-

- a) 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.

- b) An architect or engineer contributing to or having overall responsibility for a design.
- c) A building services engineer designing details for fixed plant.
- d) A surveyor specifying articles or drawing up specifications.
- e) A contractor carrying out design work as part of a design and building project; or an interior designer, shopfitter, or landscape architect.

“Health and Safety File” –means a file, or other record containing the information from the Construction Regulations.

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“Health and Safety Plan” –means a site, activity or project specific documented plan in accordance with Dr JS Moroka Local Municipality’s health and safety specification. **“Health and Safety Specification”** –means a site, activity or project specific document prepared by Dr JS Moroka Local Municipality pertaining to all health and safety requirements related to construction work.

“Method Statement” –means a document detailing the key activities to be performed to reduce as reasonably as practicable the hazards identified in any risk assessment. **“Principal contractor”** means an employer appointed by Dr JS Moroka Local Municipality to perform construction work.

“Risk Assessment” –means a program to determine any risk associated with any hazard at a construction site, to identify the steps needed to be taken to remove, reduce or control such hazard.

1.5 Abbreviations:

GMR: General Machinery Regulations
 OHS Act: Occupational Health & Safety Act. Act 85 of 1993
 Constr Reg: Construction Regulation 2014
 ORHVS: Operating Regulations for High Voltage Systems
 PPE: Personal Protective Equipment

2. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

2.1 ROLES

Dr JS Moroka Local Municipality / Agent

- a) Prepare a baseline risk assessment and issue a health and safety specification to the Principal Contractor, Designer and include the specification in tender documentation.
- b) Dr JS Moroka Local Municipality or the appointed Dr JS Moroka Municipal Agent will appoint the Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- c) Dr JS Moroka Local Municipality or the appointed Dr JS Moroka Municipal Agent shall discuss, negotiate, and approve the contents of the specified project health and safety plan submitted by the Principal and Sub Contractor.
- d) Dr JS Moroka Local Municipality or its Agent will take reasonable steps to ensure that the health and safety plan of the Principal and Sub Contractor is correctly implemented and maintained. Monthly audits shall be conducted to monitor the compliance.
- e) In the event of design changes Dr JS Moroka Local Municipality or its appointed Agent on its behalf will ensure that enough resources will be provided to implement the work safely.
- f) Dr JS Moroka Local Municipality or its appointed Agent on its behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

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have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;

have failed to implement or maintain their health and safety plan; have executed construction work which is not in accordance with their health and safety plan;

have acted in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

Designer

- Must consider the health and safety specifications of Dr JS Moroka Local Municipality.
- Before the tender process, the designer must make available a report to Dr JS Moroka Local Municipality about:
 - All the relevant health and safety information about the design of the relevant structure that might affect the pricing of the construction work.
 - The geotechnical –science aspects, were appropriate.
 - The load that the structure is designed to withstand.
- Inform Dr JS Moroka Local Municipality in writing of any known or anticipated dangers or hazards related to the project.
- Make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.
- During the design consider the hazards relating to any subsequent maintenance to be performed with the minimum risk.
- During the design stage cognizance of ergonomic design principals must be applied to minimize ergonomic related hazards in all phases of the life cycle of a structure.

2.2 Implementation of the Health and Safety Specifications (Drafting of the coherent Health & Safety Plan)

These health & safety specifications document forms an integral part of the contract, and the Principal Contractor is expected to use it when compiling its project-specific coherent health & safety plan. The Principal Contractor must forward a copy of these specifications to all Contractors at their bidding stage so that they can in turn prepare coherent health & safety plans relating to their operations.

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3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM ELEMENTS

3.1 Scope of the Project

These Specifications set out the requirements for eliminating or if this is not possible, for minimising as far as reasonably practicable, the risk of incidents and injuries occurring for Replacement of Asbestos Bulk Line from Water Treatment Plant to Bloedfontein Reservoir. **This document covers work to be undertaken of the project and sets out the rules and procedures for engagement on the project.** The scope also addresses legal compliance, Dr JS Moroka Local Municipality standards, hazard identification and risk assessment, risk control, and the promotion of a health and safety culture amongst those working on the project. The health & safety specifications also make provision for the protection of those persons other than employees.

3.2 The Extent of the works:

- Accommodation of Traffic
- Clearing and Grubbing
- Dayworks
- Earthworks
- Bedding
- Pipe Laying
- Backfilling
- Pressure testing
- Concrete works
- Refurbishment of air valves and non-return valves

3.3 Interpretations

3.3.1 Application

This specifications document is a legal compliance document compiled in terms of the OHS Act & Construction Regulations 2014 and is therefore binding. The document must be read in conjunction with other relevant legislation.

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3.3.2 Definitions

The definitions as listed in the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply.

3.4 Minimum Administrative Requirements

3.4.1 Notification of Intention to Commence Construction Work

The Principal Contractor must notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be held in the Principal Contractor's health & safety file on site. The fax transmission slip will serve as proof of notification.

3.4.2 Assignment of the Principal Contractor's / Contractors' Responsible Persons to Supervise and Co-ordinate Health and Safety on Site

The Principal Contractor and all Contractors must make supervisory appointments as well as other relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014). See attached **Annexure 'B'** for more detail on what health & safety management appointments are relevant on this project.

3.4.3 Competence of the Principal Contractor's / Contractors' Appointed Competent Persons

The Principal Contractor and Contractors' competent persons for the various risk management portfolios must fulfil the criteria as stipulated in terms of the definition 'Competent' in accordance with the Construction Regulations (February 2014).

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

The Principal Contractor must have in their possession a letter of good standing issued by their Compensation Assuror as proof of registration. Contractors must also hold proof of workman's compensation assurance registration in the form of a letter of good standing and forward a copy to the Principal Contractor before they begin work on site. Contractors must always be in good standing while carrying out work on site.

3.4.5 Health and Safety Organogram

Including all appointed risk management competent persons. In cases where appointments have not yet been made, the organogram shall reflect the intended positions.

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The organogram must be updated when there are changes in the Site Management Structure and dated accordingly. The organogram merely serves as a quick reference to who is responsible for what risk portfolio in which area.

3.4.6 Preliminary Hazard Identification and Risk Assessments, Progress Hazard Identification and Risk Assessments Reviews.

The Principal Contractor must ensure that the preliminary hazard identification and risk assessment is performed under the leadership of a competent person before commencement of construction work. On this project detailed task-specific risk assessments based on the proposed sequence of work (method of work) must be compiled. Generic risk assessments will not be accepted.

The assessed risks, together with written safe work procedures for the 'medium & high-risk' rated activities must form part of the coherent site-specific health and safety plan submitted for approval by House of Safety. The risk assessments must include:

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) The risks which may result based on the list of hazards and tasks;
- c) A set of safe work procedures to be implemented with the aim of eliminating or if this is not possible, reducing and/or controlling the risks as far as reasonably practicable to ALARP (as low as reasonably practicable);
- d) A monitoring and review procedure of the risk assessments as they change

i.e. how will the risk assessments be reviewed, when will they be reviewed and by whom.

The Principal Contractor must ensure that all Contractors inform, instruct and train their workers regarding any hazards, the associated risks and the related safe work procedures to be implemented before any work commences and thereafter at regular intervals as the risks change and as new risks develop. This training should be carried out in the form of toolbox health & safety talks. Contractors must conduct their own toolbox talks and submit proof of these talks in the form of attendance registers to the Principal Contractor at least every two weeks. Every worker on site must undergo such toolbox safety talks with the attendance registers kept in the

Principal Contractor's safety file. Contractors must conduct their own hazard identifications and risk assessments specific to their operations and forward a copy to the Principal Contractor. The Principal Contractor when required must report on the status of these Contractor risk assessments to Dr JS Moroka Local Municipality i.e. at audits.

3.4.7 General Record Keeping

The Principal Contractor and all Contractors must keep and maintain all the necessary Health and Safety records to demonstrate compliance with these Coherent Specifications, the OHS Act 85/1993, and the Construction Regulations (February 2014). The Principal Contractor must also ensure that all

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records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are kept in the health & safety file(s) held at the site office. The Principal Contractor must ensure that every Contractor keeps their own health & safety file, maintains the file, and makes it available on request (the file must include the Contractor's health & safety plan and all relevant records). Such 'Contractor safety files' must be audited by the Principal Contractor monthly with audit reports kept as proof.

3.4.8 Injury / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling (lost day); and fatal. When reporting injuries to Dr JS Moroka Local Municipality, these categories must be used. The Principal Contractor must investigate all injuries. All Contractors must report injuries to the Principal Contractor immediately and the Principal Contractor must inform Dr JS Moroka Local Municipality immediately. All incidents reportable in terms of the provisions of Section 24 of the OHS Act must be reported to the local Dept. of Labour in the prescribed manner.

3.4.9 Consolidation of Health & Safety Documentation

It is the duty of the Principal Contractor to ensure that all documentation required to be kept or generated during the construction phase is consolidated into one set of documents that must be handed over to Dr JS Moroka Local Municipality upon completion of the construction work. This consolidated safety file(s) should include instructions from the design team that will be required for the continued safe operation and maintenance of the new structure(s).

3.4.10 Offences and Penalties

Penalties may be imposed on the Principal Contractor and Contractors for ongoing non-compliance with the provisions of Dr JS Moroka Local Municipality's coherent health & safety specifications, the Principal Contractor's coherent health & safety plan, site health & safety procedures and rules. Non-compliances identified during safety agent audits and visits will be categorised into one of three levels based on severity. These will be as follows: Life threatening situation - a prohibition order will be issued by means of a written instruction in the site instruction book or an explanation in an audit report. This activity must be seized immediately, and corrective measures taken. Serious injury possible – a contravention notice will be issued with a time frame for compliance stipulated. Minor or no injury may result – an improvement notice will be issued. The corrective measures stipulated in the audit report must be taken. The methodology used to decide the above levels will be causally linked to the risk assessments of the Principal Contractor and contractors, Dr JS Moroka Local Municipality Standards. The decision of the safety Agent will be final.

3.5 Principal Contractors, Contractors and Sub-contractors

3.5.1 Principal Contractor's and Contractors' Requirements

The Principal Contractor must ensure that all Contractors appointed by them comply with these Specifications, the Principal coherent health & safety plan as well as the OHS Act, Construction

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Regulations (February 2014), and other relevant legislation that may relate to the activities directly or indirectly. A Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

The Principal Contractor may only allow a Contractor to begin work on site after receiving a coherent health & safety plan which must include a project specific hazard identification, risk assessments and safety measures. The Principal Contractor must test competency and finally approve his sub-contractor coherent site-specific health and safety plan. The Principal Contractor must audit each of its contractors monthly, with audit reports kept in the health & safety file on site. The audits must include an administrative assessment as well as a physical inspection of the contractor's site activities. *The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's and/or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.*

The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of the Construction Regulations;

The Principal Contractor shall take all reasonable steps to ensure that each contractor's coherent health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the Principal Contractor and contractors, but at least once every month;

The Principal Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors to allow them to execute the work safely;

The Principal Contractor must ensure that every contractor is registered and in good standing with a recognised compensation fund or with a licensed compensation insurer prior to work commencing on site;

The Principal Contractor must ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process;

The Principal Contractor shall discuss and negotiate with the contractor the contents of the coherent health and safety plan and shall finally approve that plan for implementation;

The Principal Contractor shall hand over a consolidated health and safety file to Dr JS Moroka Local Municipality upon completion of the construction work and shall include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

The Principal Contractor may only appoint a contractor to perform construction work when such Principal Contractor is reasonably satisfied that the contractor he or she intends to appoint, has the

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necessary competencies and resources to perform the construction work safely and that the contractor is an approved Dr JS Moroka Local Municipality contractor.

3.5.2 Principal Contractor / Contractor Competency Assessment

The Principal Contractor must be reasonably satisfied that the contractors they intend to appoint have the necessary competencies and resources to safely conduct the work they will be appointed for. This should be established at tender stage and before appointments are made. One of the preferred ways of determining whether a contractor is competent is to make sure the contractor is an accredited contractor for Dr JS Moroka Local Municipality. Once the contractor is appointed, but before they begin work on site a site-specific safety plan must be discussed and negotiated with the Principal Contractor. Such safety plan must be approved for implementation by the Principal Contractor.

The Principal Contractor and Contractors should submit the following documentation for perusal and verification by Dr JS Moroka Local Municipality and the Principal Contractor respectively:

- Coherent health & safety plan as compiled for this project; (including Risk assessments, safe work procedures, fall protection plan, PTW Issuer/PTW Holder certificates)
- Management Structure as envisaged at tender (organogram);
- Letter of Good Standing with the Compensation Commissioner or FEM;
- Proof of health & safety training and other related training; (CV's and certificates), Legislative appointment letters
- Notification of Construction work; (proof notification was done)

3.5.3 Pricing for Occupational Health & Safety Compliance

All parties bidding to do work on this construction project must ensure that they have made provision for the cost of complying with this Specifications document as well as with the OHS Act and incorporated Regulations as a minimum requirement in their tender documentation. It must also be taken into consideration that time is money, which implies that sufficient time must be allowed for the implementation of the minimum OHS standards. No additional claims will be entertained at a later stage should a compliance requirement be prescribed in the OHS Act, incorporated regulations or in this Specifications document.

3.5.4 Contractors' Coherent Health & Safety Plans [Construction Regulations 7]

1.Introduction:

The Construction Regulations (2014) aims to improve overall management and co-ordination of Health, Safety and Welfare throughout the Construction Phase and reduce the large number of serious and fatal injuries and cases of ill health, which occur every year in the Construction Industry.

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In terms of the Construction Regulations (2014), the Principal Contractor is required to develop a Health and Safety Plan before work commences on site and review it throughout the Construction Phase. The degree of detail required in the Health and Safety Plan and the time and effort in preparing it should be in proportion to the nature, size and level of Health and Safety risks involved in the project. Projects involving minimal risks will call for simple, straightforward plans. Large projects or those involving significant risks such as this project will need much more detail.

1. What should the construction health & safety plan cover?

The Construction Health and Safety Plan should set out the arrangements for ensuring the Health and Safety of everyone carrying out the construction work as well as all other persons who may be affected by it. The index of this plan must be in line with Annexure: A

3.5.5 Communication and Management of the work

The Principal Contractor must indicate in their health and safety management plan that they have made provisions for the following:

- a. Management structure and responsibilities
- b. Health and Safety goals for the project and arrangements for monitoring and review of Health and Safety performance i.e. safety meetings; contractor meetings; risk assessment review, etc
- c. Arrangement for:
 - i. Regular liaison between parties on site i.e. meetings
 - ii. Consultation with the work force i.e. toolbox talks
 - iii. The exchange of design information between Dr JS Moroka Local Municipality, designers, and Contractors on site
 - iv. Selection and control of Contractors i.e. selection criteria; inspections; audits, etc.
 - v. Site health & safety induction and onsite training i.e. toolbox talks
 - vi. Welfare facilities, first aid, emergency planning and fire prevention strategy
 - vii. The reporting and investigation of injuries and incidents including near misses, what the intended system will be
 - viii. The production, approval and review of risk assessments, safe work procedures and method statements and how does the company's risk assessment system work.
- d. Site specific rules and procedures.

3.6 Dr JS Moroka Local Municipality identified Hazards and Potentially Hazardous Situations

See attachment.

Other possible risks you need to consider.

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1. Existing services
2. Interface with the public
3. Hazardous chemicals such as solvents, cleaning agents, cement, fuels, oils, epoxies, etc.
4. Site security and access control issues
5. Relocation and protection of existing services
6. Finishing trades

3.6.1 Unforeseeable Hazards

The Principal Contractor must immediately notify Contractors as well as Dr JS Moroka Local Municipality, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities so that the necessary precautions may be taken before such work begins.

3.7 Site Operational Requirements

3.7.1 Health and Safety Representative(s)

The Principal Contractor and all Contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees. The H&S representatives must be competent to carry out their functions. The appointments must be in writing. The Health and Safety Representatives should carry out monthly inspections, keep records of the inspections and report all findings to the Responsible Person or safety officer forthwith and at monthly health & safety committee meetings. At least one Health & safety representative is required by all Employers on site.

3.7.2 Health and Safety Committees

The Principal Contractor must ensure that project health and safety committee meetings are held monthly with minutes kept. Meetings must be chaired by the Principal Contractor's Responsible Person [CR 7(1) person]. All Contractors' Responsible Persons and Health & Safety Representatives must attend the Principal Contractor's monthly health & safety meetings. The Principal Contractor's appointed supervisors must also attend health & safety meetings. The following topics must be tabled at meetings: management appointments and risk management portfolios; sub-contractor legal compliance issues; injuries and incidents; hazards and risk assessments (present and foreseen); safety procedures; method statements for upcoming activities; planned inspections and registers/record keeping, etc. The committee chairperson must sign off and date the minutes.

3.7.3 Health and Safety Training

3.7.3.1 Induction

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The Principal Contractor must ensure that all site personnel including all sub-contractors undergo the agreed health & safety induction training session held and managed by the P/Contractor before any worker starts work on the project. A record of attendance must be kept in the health & safety file. Workers must carry proof of inductions with them while on site i.e. identification passport cards or like be agreed.

3.7.3.2 Awareness

The Principal Contractor must ensure that, on site, periodic toolbox health & safety talks take place at least once every two weeks. All site personnel including all sub-contractors must attend safety talks at such intervals and keep proof thereof. These talks should deal with risks relevant to the construction work at hand i.e. they should be based on the job-specific risk assessments and safe work procedures. Records of attendance must be kept in the P/contractor's health & safety file. All contractors' employees must attend safety awareness toolbox talks carried out by their supervisors; the attendance registers must be copied to the Principal Contractor together with the minutes on the information discussed at the sessions.

3.7.3.3 Competence

All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This must be assessed on a regular basis e.g. training, evaluation, and periodic audits by Dr JS Moroka Local Municipality, progress meetings, etc. The Principal Contractor is responsible to ensure that Competent Contractors are appointed to carry out construction work on site.

3.7.4 Health & Safety Audits, Monitoring and Reporting

The Principal Contractor is obligated to conduct monthly audits on all Contractors appointed by it and keep audit reports in its health & safety file. Contractors must audit their sub-contractors and keep records of such audits in *their* health & safety files, made available on request. Dr JS Moroka Local Municipality/their Agent will conduct monthly audits on the Principal Contractors' safety management plan.

3.7.5 Emergency Procedures

The procedure must detail the response procedures including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Evacuation procedures: including routes and exits to be available on a drawing.
- Emergency procedure(s) must include, but shall not be limited to fire; spills; injury to employees; damage to material / equipment / plant; use of hazardous substances; bomb threats; major incidents/injuries; evacuation; etc.

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- The Principal Contractor must advise Dr JS Moroka Local Municipality in writing forthwith, of any emergency situations, together with a record of action taken/action to be taken.
- A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and made available to site personnel.
- The emergency plan will need to be reviewed from time to time as conditions/environment changes i.e. as building work increases in extent.

3.7.6 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors must appoint First Aider(s) in writing. The Principal Contractor must appoint at least one First Aider to start with, which first aider must be certificated. Copies of valid certificates are to be kept on site. The Principal Contractor must provide at least 1 (one) first aid box, adequately always stocked. Due to the nature of this project i.e. satellite workstations/areas, further first aid boxes must be provided close to the various workstations to allow for quick, effective treatment of injured persons. As the work progresses and the structure increases in height and/or length, extra first aid boxes may/will be needed.

3.7.7 Personal Protective Equipment (PPE) and Clothing

The Contractor must ensure that all site workers are issued with and wear the appropriate PPE as indicated in their risk assessments. The Contractors must always make provision and keep adequate quantities of SANS approved PPE on site according to their risk assessments. Safety harnesses are mandatory wherever work takes place in an elevated area where safe working platforms or ladders are not possible. Overalls clearly indicating the Contractor's logo must be worn and all sub-contractors must conform to this requirement. Eye protection must be worn by those working grinders, skill saws, and high-pressure water cleaners. Even those workers near these operations will also be required to wear such eye protection.

Safe footwear will be required by all workers. A high visibility vest is mandatory on a Dr JS Moroka Local Municipality site.

3.7.8 Occupational Health and Safety (OHS) Signage

The Principal Contractor must provide adequate on-site OHS signage. Including but not limited to: 'construction work - no unauthorised entry', 'beware of overhead work', 'hard hat area', first aid – to be posted up at all work areas/zones.

Signage must also be posted up at strategic locations to warn the public of diversions, alternative through ways and other irregularities caused by construction work (pedestrians and motorists).

Signs are also required as per law e.g. scaffolding and other potential risk areas/operations such as exposed edges and openings and trenches/excavations where persons are at work. Safety signs and awareness posters will also be required in strategic locations on site such as frequently used access routes, stairways, and entrances to structures and buildings where the workers will continuously be

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made aware of health & safety. Health & safety signage must be well maintained including weekly inspections, cleaning, replacement, and repair.

3.7.9 Public and Site Visitor Health & Safety

Public walkways and roadways must be kept clean and free of construction materials to prevent any negative impact on the public. Public roadways and walkways will have to be cleaned on a regular basis – daily inspections to be conducted by the Principal Contractor with action to be taken without delay (daily).

Site visitors must be briefed on the hazards they may be exposed to as well as what measures are in place or should be taken to control these hazards. The Construction Regulations require that a record of these 'inductions' be kept on site. It is advised that a visitors' book with site rules leaflet be kept at the reception/site office and all visitors to be directed to such point where they must read through the site safety information and sign the visitors' book. It will be the Principal Contractor's prerogative to decide whether site visitors require supervision while on site or not. Visitors' hard hats must be kept at the site office.

3.7.10 Access to Site

Where any permits are necessary from the local authorities, this will be the Principal Contractor's responsibility. The road surface of all public and private roadways and pavements/pedestrian walkways must remain in a reasonably clean state, free of excessive sand, stone, water, or other construction related materials. The access gate(s) must be controlled, and visitors must sign in and report to the site office for further instruction.

3.7.11 Night Work (After Hours)

No night work will be allowed within the hazardous zone on this project without prior approval from Dr JS Moroka Local Municipality/the Municipality's Agent/ Client and the Construction Health and Safety Agent. Additional health and safety requirements will then be applicable.

3.7.12 Transport of Workers

The Principal Contractor and other Contractors may not transport:
Persons together with goods or tools unless there is an appropriate area or section to store the tools or equipment; Contractors must adhere to the National Road Traffic Act.

3.7.13 Construction Health & Safety Officer

A full-time construction safety officer (in terms of Construction Regulation 8) will be required on this project. **The construction health and safety officer must be registered with SACPCMP or similar.** The construction officer will be required to carry out at least the following duties:

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- a) Health & safety audits and inspections on site including administrative and Physical audits of all Contractors' health & safety plans, files and activities, and record findings in the form of audit reports to be kept in the health & safety file;
- b) Assess, and finally approve contractor safety plans;

3.8 Physical Requirements

3.8.1 Earthworks (including Trenching and excavations)

The Principal Contractor and relevant Contractors must make provision in their tender for the shoring of excavations where the soil conditions warrant it or if this is not possible cut it back-excitation walls must be battered back to a safe angle, termed the safe angle of repose.

The Principal Contractor has the following options: first option is to shore or brace the excavation, should this not be practical then such excavation must be battered back to the safe angle of repose (second option). Should the first two options not be deemed necessary by the Contractor, then permission must be given in writing by the appointed competent excavation supervisor (third option). Where uncertainty pertaining to the stability of the soil exists, the decision of a professional engineer or professional technologist competent in excavations shall be decisive. Such permission must be in writing.

The following is relevant to excavations:

- Excavations/trenches are inspected before every shift and a record of these inspections is kept;
- Safe work procedures have been communicated to the workers;
- The safe work procedures are always enforced and maintained by the Principal Contractors' and Contractors' responsible persons;
- Excavations next to permanent or temporary roadways - ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- Ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken that may be necessary to ensure the stability of such building, structure or road as well as the safety of persons
- Cause convenient and safe means of access to be provided into every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- 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. The necessary steps must then be taken to render the circumstances safe for all persons involved;
- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or where the safety of persons may be endangered, to be
- Adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;

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- Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests

3.8.2 Edge Protection, Barricading and Penetrations (CR 10)

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;
- No person is required to work in a fall risk position, unless such work is performed safely as contemplated in sub-regulation (2);
- A detailed Fall Arrest and Rescue Plan will be drafted and implemented on site.
- The above-mentioned plan will be demonstrated on instruction of Dr JS Moroka Local Municipality's Agent.

3.8.3 Deliveries, Waste Removal, Stacking/Storage of Materials

The Principal Contractor and other relevant contractors must ensure that there is an appointed stacking supervisor and all materials, formwork and all equipment is stacked and stored safely, on level, compact ground, out of access ways and no more than three times the minimum base width in height. Pallets of bricks may not be stacked more than two above each other and must be on timber pallets. No construction materials or equipment may be stacked or stored in public areas unless authorised by Dr JS Moroka Local Municipality and fenced off as per the Dr JS Moroka Local Municipality's requirements. Waste materials must be kept within designated construction zones. The Principal Contractor will be responsible for co-ordinating and managing this function.

3.8.4 Fire Extinguishers and Fire Fighting Equipments

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipments located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four by 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Fire extinguishers must also be placed at all work zones/areas, in strategic locations. Wherever 'hot work' is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures. 'Hot work' includes all work that generates a spark or flame and may therefore result in a fire.

Furthermore, during the finishing stages of the construction phase when the finishing trades are on site, fire extinguishers will be required at strategic locations within the work areas – to be supplied and managed by the Principal Contractor.

3.8.5 Traffic Control

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The Principal Contractor shall ensure that a fulltime traffic safety officer be appointed in writing, upon the commencement of construction activities. The traffic safety officer shall be tasked with regular inspections and movement of road traffic signs as per the approved traffic accommodation plans and will report to the safety officer.

The principal Contractor must prepare a site specific Traffic Accommodation Plan that should be signed off by the relevant appointed Engineer on this project.

This document must indicate the potential risk to the public or environment posed by all vehicles travelling to and from the areas of construction for the purpose of the construction work and propose methods to eradicate or minimize these risks. Such a plan must include the following aspects:

- Design of Traffic Management Plan
- Site specific base line risk assessment
- Protection of employees
- Protection of pedestrians
- Specific signage and distances applicable
- Applicable training
- Appointments of road safety officers
- Management of afterhours/weekend/adverse weather conditions
- Setup and clearing of signage

Only SABS approved temporary road signage must be used. Note that the Principal Contractor must always ensure that enough signage is available.

The Principal Contractor will also put in place flagmen to control the entry and exit of vehicles to and from the site onto the public road. These flag personnel must be highly visible and must have been trained. Flag personnel may not use cell phones while on duty.

3.9 Plant, Machinery and Equipment

3.9.1 Construction Vehicles & Mobile Plant

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, construction vehicles, compaction plant, batch plants and lifting equipment.

The Principal Contractor must ensure that such plant complies with the requirements of the OHS Act, Construction Regulations (Feb 2014) and any manufacturers’ specifications. The Principal Contractor and all relevant contractors must inspect and keep records of such inspections on construction vehicles and mobile plant used on site. Only authorised/competent persons in the possession of the necessary training certificates and in possession of a certificate of medical fitness may operate construction vehicles and mobile plant.

Appropriate PPE and clothing must always be provided and maintained in good condition.

Reverse alarms must be installed on construction vehicles i.e. trucks, digger loaders, etc.

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Vehicles and pedestrian traffic must be safely separated, preventing any unnecessary interfacing.

Any vehicle or mobile plant using any public road must be roadworthy and carry a certificate proving this. Likewise, any operator of such construction vehicle or mobile plant will have to carry the necessary driver's license.

3.9.2 Pressure Equipment

The Principal Contractor and all relevant Contractors must comply with the Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators/users;
- Providing the relevant PPE and clothing;
- Inspecting equipment regularly (every 3 months) and keeping records of these inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand;
- Ensuring that oxygen and acetylene bottles are secured in an upright position, do not show signs of corrosion or damage, and have flash back arrestors fitted on both torch & bottle ends of hoses.

3.9.3 Hired Plant and Machinery

The Principal Contractor must ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act and Construction Regulations shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that competency and medical certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file of all relevant contractors.

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3.9.4 General Machinery

The Principal Contractor and relevant contractors must ensure compliance with the Driven Machinery Regulations, which includes carrying out risk assessments on the machines, inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training machinery operators.

3.9.5 Electrical Installations and Portable Electrical Tools

Dr JS Moroka Local Municipality will ensure as far as possible that the Principal Contractor is made aware of the positions of all electrical power lines. The Principal Contractor must notify Dr JS Moroka Local Municipality should they not be sure of the location of any electrical power lines.

The Principal Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations, and the Construction Regulations (CR 24).

The Principal Contractor must keep a copy of the Certificate of Compliance (CoC) for its temporary electrical power supply. A revised CoC is required whenever the installation is altered or changed in any way. All temporary electrical installations must be inspected at least weekly by a competent person appointed in writing with records kept. Portable electrical tools and equipment must be visually inspected daily with records kept. It is advised that the P/Contractor appoints the electrical contractor to inspect the temporary electrical installations on a weekly basis with feedback given in a report so that any maintenance and repairs can be undertaken. Such appointed inspector must 'stop' or isolate any distribution board that is unsafe for use.

3.10 Occupational Health

3.10.1 Industrial Hygiene (exposure to physical and chemical stress factors)

Exposure of workers to occupational health hazards and risks is quite common in any work environment, especially in construction. Occupational exposure is a major problem, and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemical substances.

3.10.1.1 Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing, and inspection, screening off the noise, and reducing the number of persons exposed. Personal protective equipment such as earmuffs and earplugs must also be used in conjunction with engineering controls to reduce noise exposure to below the acceptable levels.

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3.10.1.2 Ergonomics is the study of how workers relate to their workstations. We advise the Principal Contractor and Contractors to take this into consideration when conducting risk assessments, thereby improving the worker-task relationship, which will in turn improve productivity and reduce chronic conditions such as back strains, joint problems and mental fatigue, amongst others.

3.10.2 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant contractors must provide the necessary training and information as far as the use, transportation, and storage of HCS. The Principal Contractor must ensure that the use, transportation, and storage of HCS are carried out as prescribed in the HCS Regulations. The Principal Contractor and contractors must ensure that all hazardous chemicals on site have Material Safety Data Sheets (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS's and how to treat HCS incidents appropriately. Copies of the MSDS's must be kept in the first aid box and in the store. All containers must be clearly labelled.

Flammable substances must be stored separately, away from other materials, and in a well-ventilated area (appropriate cross ventilation). A competent person should be appointed to be in control of this portfolio.

Stores must be well ventilated, preventing the build-up of flammable and toxic gases/vapours. Should fuel storage containers be used, they must conform to the general environmental legislation and Environmental Management Plan (is a requirement on this site). The necessary safety signage must be posted up –

'no naked flames', 'no smoking'. Two by 9kg DCP fire extinguishers must be placed near the fuel containers, but not within 5m of the containers. These extinguishers are additional to the minimum four(4) required for the offices and stores.

3.10.3 Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), clean, lockable changing facilities, hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed around site and emptied regularly. Workers must not be exposed to hazardous materials/substances while eating and must be provided with adequate, sheltered eating areas complete with benches and tables. Stores may not double-up as change rooms or mess areas.

3.10.4 Alcohol and other Drugs

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

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4. Omissions from the Site-Specific Health and Safety Specifications

Every endeavour has been made to address the most critical aspects relating to Health and Safety issues to assist the contractor in adequately providing for the Health and Safety of employees on site. However, the Principal Contractor is required to ensure that they stay compliant with statutory requirements and construction programs and processes and include such aspects in their Health and Safety File.

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....



PRIMARY HEALTH AND SAFETY COMPLIANCE

Project: Replacement of asbestos bulk line from water treatment plant to Bloedfontein reservoir

ANNEXURE A

The Principal Contractor and Contractors must submit compliance with Annexure 'A' before commencing with work on site. **Compliance with Annexure 'A' must be maintained and proven to the Safety Agent at audits.**

HSS Item no.	Requirement	Legal Reference	Compliance required:
A1	Health & Safety Plan (H & S Plan)	Constructions Regs.	Withing one weeks of receipt of these specifications
A2	Notification of intention to commence construction / building work	Complete schedule 1 (Construction Regs.)	Before commencement on site
A3	Assignment of responsible persons to supervise construction work	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Before commencement on site
A4	Competence of responsible persons in the form of CV's related work history of appointees	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Together with H & S Plan
A5	Compensation for occupational injuries and diseases – proof of registration and in good standing	COIDA or FEMA	Together with H & S Plan
A6	Health and safety organogram showing all safety management portfolios and positions	Dr JS Moroka Local Municipality requirements	Together with H & S Plan
A7	Initial hazard identification and risk assessment document	Construction regulations	Together with H & S Plan

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A8	Fall protection plan (first draft) as defined in the construction regulations	Construction regulations	Together with H & S Plan
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HSS = health & safety specifications

OHS Act = occupational health & safety Act

CR = construction regulations

COIDA = compensation for occupational injuries and diseases Act

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ASSIGNMENT OF PRINCIPAL CONTRACTORS' AND CONTRACTORS' RESPONSIBLE PERSONS

Project: Replacement of asbestos bulk line from water treatment plant to Bloedfontein reservoir

ANNEXURE B

The Principal Contractor must make all the management appointments as set out below. Compliance with annexure 'B' to be maintained and proven to the safety agent at audits (Further appointments could become necessary as the project progresses).

Item no.	Appointment	Legal Reference	Requirement
B1	CEO Assignee	Section 16(2)	A competent person to assist the CEO in achieving compliance with the OHS Act – P/Contractor's / Contractor's Responsible person
B2	Construction Work Manager	CR 8(1)	A full time competent person to Supervise and be responsible for health & safety related issues on site. The person is appointed by the Section 16(2)
B3	Assistant Construction Work Manager	CR 8(2)	A full time competent person(s) to assist the CR 8(1) appointee with daily supervision of construction work safety. One of the CR8(2) appointees must be designated to fulfil the role of the CR6(1) when such person is not on site. Make this clear in the appointment letter
B4	Health & Safety Representative(s)	Section 17	A competent person(S) to be appointed to represent the workforce in H & S matters. Reps may attend safety meetings, conduct monthly site audits, attend incident / injury investigations and make recommendations as far as H&S goes.
B5	Health & Safety Committee Member(s)	Section 19	H&S reps, site supervisors / foreman and the safety officer should make up the committee, with the CR8(1) appointee chairing the committee.

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B6	Incident Investigator	GAR 9	A competent person to head up the investigation team and co-ordinate incident / injury investigation on site.
B7	Risk assessment co-ordinator	CR9	A competent person to co-ordinate the drafting / reviewing / distribution of risk assessments on behalf of the principal contractor. The same applies to contractors. NQF Level 5

B8	Fall protection plan co-ordinator	CR10	A competent person to co-ordinate the drafting / reviewing / distribution of Fall Protection Plan. The same applies to contractors. NQF Level 4
B9	Emergency plan co-ordinator	Contractor Needs to be in line with service station ERP	A competent person to co-ordinate the drafting / reviewing / distribution of the site emergency procedures / evacuation plan. Such person must be fulltime on site so as to take charge of emergency situations.
B10	First Aider(s)	GSR 3	A certified person to address first aid situations and take charge of injuries. Level 1 certificate
B11	Lifting machine and lifting tackle supervisor	DMR 18	A competent P/Contractor employee to co-ordinate the management of lifting machines and tackle, ensuring that such equipment is safe for use at all times, inspected when necessary and repaired when required. The operators, banks men and contractors to liaise with this person
B12	Scaffolding inspector	SANS 10085 – 2004	A competent person to inspect scaffolding before use and every time after bad weather, etc.
B13	Scaffold supervisor (P/Contractor)	SANS 10085 – 2004	A competent P/Contractor employee to supervise all scaffolding on site, ensuring that scaffolds are safe for use, inspected, extended / altered, repaired when required and that all trades are coordinated and authorised to work on such scaffolds
B14	Scaffolding erector	SANS 10085 – 2004	A competent person(s) to erect scaffolding – leader of the scaffold team

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B15	Formwork & support work supervisor (Temporary Works)	CR12	A competent person to supervise all formwork & support work erection & dismantling. This person must also ensure that the equipment is safe and that all the necessary inspections (pre, during, post & every day thereafter) are carried out & records kept by the competent inspectors. Design drawings must be available to this supervisor.
B16	Excavation supervisor / inspector	CR13	A competent person to supervise & inspect excavation work (daily) and ensure that excavations are safe. Records of inspections must be kept by this person.
B17	Ladder inspector	GSR13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
B18	Stacking supervisor	CR28	A competent person to supervise all stacking and storage operations
B19	Explosive powered tools inspector / supervisor	CR21	A competent person to inspect & clean the tool daily, store the tool in a safe location, ensure that cartridges are signed out and in, and control all operations thereof.
B20	Temporary electrical installations inspector	CR24	A competent person to inspect all temporary electrical installations. Including weekly inspections and record keeping.
B21	Portable Electrical Tool Inspector	CR 24	A competent person to co-ordinate / inspect portable electrical tools, leads and plugs.
B22	Fire-fighting equipment inspector	CR29	A competent person to co-ordinate & inspect fire-fighting equipment. Including ad-hoc checks and monthly inspections with records kept.
B23	Construction vehicles & mobile plant supervisor	CR23	A competent person(s) to co-ordinate the safety of all construction vehicles & mobile plant. Ensuring that daily inspections are done and records kept, that safety measures are in place, that operators are certified and authorised to operate and that maintenance and services are carried out when required.

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B24	Construction safety officer	CR8(6)	A competent person to fulfill the functions as set out in these HSS
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GENERAL COMPLIANCE REQUIREMENTS

ANNEXURE C

Project: Replacement of asbestos bulk line from water treatment plant to Bloedfontein reservoir

The Principal Contractor and Contractors must comply with but not be limited to the requirements tabled below: Prove compliance with annexure 'C' at audits conducted by the safety agent.

Item no.	What	When	Output	Reviewed by Dr JS Moroka Local Municipality's Agent
C1	Construction – phase Health & Safety Plan	Monthly review	Principal Contractor to indicate the status of Contractors health & safety plans	
C2	Health & Safety File(s)	Open file when construction begins and maintain throughout	Have file on hand at audits. Contractors to report on their file at monthly health & safety audits by the Principal Contractor.	
C3	OHS Act and relevant Regulations	Monthly review	To be kept in the health & safety file on site.	
C4	Health & Safety Induction training, PTW Procedures	Every worker before he/she starts work	Attendance registers to be kept	
C5	Awareness Training (Tool Box Talks)	At least once a week	Attendance registers to be kept	
C6	Health & Safety Meetings	Monthly	Meeting minutes to be kept	

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C7	Health & Safety Reports	Monthly	<u>Report covering:</u> - Incidents / injuries and investigations - Non conformances by employees & Contractors – reports - Internal H&S audit reports	
C8	Audits on contractors	Monthly	<u>Report covering:</u> - H&S File / Plan - WCA status - Appointment letters - Section 37(2) agreements - Risk assessment & safe work procedures - Physical site inspection - Any other contractor specific requirements	
C9	Emergency procedures	Monthly evaluation of procedure	Compile written procedure as well as tel. Numbers	
C10	Risk assessments & fall protection plan	Updated and signed off	Documented risk assessments to be available	
C11	Method statements	Drawn up and distributed before workers are exposed to the risks	Documented set of method statements reviewed and signed off.	
C12	General Inspections	Daily	<u>Report OHS Act compliance:</u> - Excavations - Portable electrical tools - Formwork & support work - Explosive powered tools	

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....



C13	General Inspections	Daily	• Scaffolding • Temporary Electrical Installations	
C14	General Inspections	Monthly	• Fire-fighting equipment • Ladders	
C15	General Inspections	Monthly	• Lifting tackle • Oxy-acetylene cutting & welding sets • Fall prevention and arrest equipment	
C16	General Inspections	6-Monthly	• Lifting machines	
C17	Load tests / performance tests	Annually / once erected, before use	• Lifting machines	
C18	List of Contractors	List to be updated weekly	Compile a list of contractors: Name, supervisor, company tel. Numbers and trade.	
C19	Workman's Compensation	Ongoing	Compile a list of Contractors workman's Compensation proof of good standing.	
C20	Construction site rules & Section 37(2) Mandatory Agreements	Ongoing	Compile a list of all signed up Mandataries. Proof of agreement documents to be kept in H&S file.	

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OCCUPATIONAL HEALTH & SAFETY – HEALTH & SAFETY COSTS TO BE INCLUDED IN THE PRINCIPAL CONTRACTORS' / CONTRACTORS' PRICE

Project: Replacement of asbestos bulk line from water treatment plant to Bloedfontein reservoir

ANNEXURE D

In terms of the Construction Regulations (2014), it is Dr JS Moroka Local Municipality's duty to ensure that the cost for health & safety has been provided for by the Principal Contractor, before appointment. Acting on behalf of Dr JS Moroka Local Municipality, we require the following health & safety costs to be included by the Principal Contractor. It must be made noticeably clear that these are just some of the health & safety costs to be included in your tender price. It is the duty of the Principal Contractor and Contractors to ensure that all aspects of the Occupational Health & safety Act 85/1993 and Construction Regulations are catered for.

Pricing for Occupational Health and Safety measures should include the following if applicable:

4.4	Hazard Identification Training
4.5	Training of Personnel working at heights
4.6	Construction Plant Training
4.7	Legal Liability (OHS ACT) Training
4.8	COLD ACT Training
4.9	Scaffold Erector and Inspector Training
4.10	Any other: Contractor to specify: Working at elevated surfaces
5	Occupational Health and Safety Administration
5.1	Development of a Site-Specific Health and Safety Plan and Hazard and Risk Assessment by Competent person.
5.2	Development of Fall Protection and Rescue Plan by a Competent Fall Protection Plan Developer.
5.3	Competent Occupational Health and Safety Officer/Consultant.
5.4	COVID-19 Requirements
6	Medical Surveillance
6.1	Medical Certificates of fitness for all Employees by an Occupational Health Practitioner.
6.2	Medical Certificates of fitness for all EPWP Employees by an Occupational Practitioner during the duration of the Construction Project.
7	Facilities and Equipment

Bidder:

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7.1	Sanitary facility for each sex and for every 30 workers.
7.2	Changing facilities for each sex.
7.3	Sheltered eating areas
7.4	First aid boxes
7.5	Fire extinguishers
7.6	Waste bins
8	Safety Signages
8.1	Sufficient and adequate safety signages on construction sites and at all flammable stores.

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ANNEXURE E

The Occupational health and Safety File must consist out of the following documentation:

INDEX

1	Appointment Letter from Dr JS Moroka Local Municipality.
2	Notification of Construction work.
3	Letter of Good standing - COID
4	Copy of Public Liability Insurance Policy and UIF Registration
5	Health and Safety Specifications
6	Scope of Work
7	Tool and Machinery list
8	Method Statement of all work that will be conducted.
9	Risk Assessment Guide / Procedure
10	Baseline Risk Assessments
11	Safe Work Procedures for all Risks
12	Health and Safety Information from Designer
13	Medical Certificates/Copy of ID'S and Personal Information
14	All Health and Safety Related Policies
15	Section 37.2 Agreements
16	Induction Training Information
17	Site Specific Emergency numbers and Emergency Plan
18	Site Specific Fall Protection and Rescue Plan
19	Site Specific Health and Safety Plan
20	Incident / Accident Management Control
21	Traffic Management Plan
22	Contractor Control Procedures
23	Environmental Management
24	Hazardous Chemical Substance Register and MSDS
25	Example of Monthly Health and Safety Report
26	COVID – 19 Management Plan
27	Health and Safety Organogram and Occupational Health and Safety (Construction) Appointments – With Competencies
28	Certificates for all lifting equipment
29	Sample of all registers that will be used on site.
30	Copy of Construction Building Plans (A4)
31	Copy of the Occupational Health and Safety Act and Construction Regulations 2014

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**C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION**

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C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Dr JS Moroka Local Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Dr JS Moroka Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by **Dr JS Moroka Local Municipality** as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as assistance to Contractors intending to tender.

(ii) Development of Risk Assessments

Every Principal Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plan

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Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the **Dr JS Moroka Local Municipality** before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 7, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the baseline Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(iii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the **Dr JS Moroka Local Municipality** shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

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The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

Ref. Section/Regulation in OHS Act	
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the **Dr JS Moroka Local Municipality** together with concise CV's of the appointees. All appointments must be officially approved by **Dr JS Moroka Local Municipality**. Any changes in appointees or appointments must be communicated to **Dr JS Moroka Local Municipality** forthwith.

The Principal Contractor must, furthermore, provide **Dr JS Moroka Local Municipality** with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

Where necessary, or when instructed by the **Dr JS Moroka Local Municipality** or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of the **Dr JS Moroka Local Municipality**

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In addition **Dr JS Moroka Local Municipality** may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment OR election and subsequent designation of the OH&S Representatives are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

The OH&S File (Construction Regulation 5 (7)

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * *Notification of Construction Work (Construction Regulation 3.)*
- * *Copy of OH&S Act (updated) (General Administrative Regulation 4.)*
- * *Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))*

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- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections
 - * Construction Vehicles & Mobile Plant Inspections by Controller
 - * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User
 - * Demolition Inspection Register
 - * Designer's Inspection of Structures Record
 - * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - * Excavations Inspection
 - * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - * Fall Protection Inspection Register
 - * First Aid Box Contents
 - * Fire Equipment Inspection & Maintenance
 - * Formwork & Support work Inspections
 - * Hazardous Chemical Substances Record
 - * Ladder Inspections
 - * Lifting Equipment Register
 - * Materials Hoist Inspection Register
 - * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
 - * Scaffolding Inspections
 - * Stacking & Storage Inspection
 - * Inspection of Structures
 - * Inspection of Suspended Platforms
 - * Inspection of Tunnelling Operations
 - * Inspection of Vessels under Pressure
 - * Welding Equipment Inspections
 - * Inspection of Work conducted on or Near Water
 - * All other applicable records

Greater Giyani Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance
The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to **Dr JS Moroka Local Municipality** on a monthly basis
- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to **Dr JS Moroka Local Municipality** for record keeping purposes.

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(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(ii) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks

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- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with **Dr JS Moroka Local Municipality** at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all **Dr JS Moroka Local Municipality** OH&S meetings and a list of dates, times and venues will be provided to the Principal Contractor by **Dr JS Moroka Local Municipality**

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Dr JS Moroka Local Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by **Dr JS Moroka Local Municipality**:

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Dr JS Moroka Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany **Dr JS Moroka Local Municipality** on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

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to **Dr JS Moroka Local Municipality** within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both **Dr JS Moroka Local Municipality** and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide **Dr JS Moroka Local Municipality** with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide **Dr JS Moroka Local Municipality** with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The **Dr JS Moroka Local Municipality** reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.4.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/ Coordinator. The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that **Dr JS Moroka Local Municipality** may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

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The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees.

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by AL, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

(e) Structures (Construction Regulation 9)

The Principal Contractor must ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe
- He/she has received from the designer the following information:
 - Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work

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- A geo-scientific report (where applicable)
- The loading the structure is designed to bear
- The methods and sequence of the construction process
- all drawings pertaining to the design are on site and available for inspection

(f) Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing
- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry
- F&SW must be erected in accordance with the structural design drawings for that F&WS and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&WS
- All drawings pertaining to the F&SW must be kept available on site
- All equipment used in the erection of F&WS must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement
- The slipping of persons on release agents on deck panels prevented
- Persons health must be protected against the use of solvents, oils or other similar substances

(g) Excavations (Construction Regulation 11.)

Where excavations will exceed 1,5 m in depth the Contractor will be required to submit a Method Statement to Dr JS Moroka Local Municipality for approval before commencing with the excavation and Dr JS Moroka Local Municipality will issue a permit to proceed once the Risk Assessment and Method Statement are approved.

- Excavation work must be carried out under the supervision of a competent person who has been appointed in writing
- Before excavation work begins the stability of the ground must be evaluated
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
 - the excavation is in stable material or where
 - the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane

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- The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator
- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load
- Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected from damage or collapse
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation
- Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
 - Daily before work commences
 - After every blasting operation
 - After an unexpected collapse of the excavation
 - After substantial damage to any supports
 - After rain

The results of any inspections must be recorded in a register kept on site

- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one metre high and as close to the excavation as practicable and
- Provided with warning lights or visible boundary indicators after dark or when visibility is poor
- Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
 - **any** confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture or
 - **the** confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes and
 - **the** safe atmosphere must be maintained or
 - **employees** have to be using breathing apparatus and wearing a safety harness with a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
 - **an** additional person trained in resuscitation must be in full-time attendance immediately outside the confined space and
 - **additional** breathing and rescue apparatus must be kept immediately outside the confined space for rescue purposes
 - **all** pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage
 - **the** employer must ensure that all employees have left the confined space after the completion of work
 - **where** flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

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**(h) Demolition Work (Construction Regulation 12.)**

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing
- A detailed structural engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse
- Steps must be taken to ensure that where a structure is being demolished:
 - no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe
 - precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
 - shoring or propping is applied where necessary
 - No person must be required or allowed to work under unsupported overhanging material

THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES

- The location and nature of any existing services such as water, electricity, gas etc. must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded
- Waste and debris may only be disposed of from a height in a chute with the following design:
 - Adequately constructed and rigidly fastened
 - If inclined >45 degrees enclosed on all four sides
 - Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
 - Discharged into a container or a barricaded area
 - Demolition equipment may only be used on floors or slabs that are able to support it
- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:
 - Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
 - All asbestos materials likely to become airborne must be identified

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- A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing

During demolition work:

- all asbestos containing material must be disposed of safely workers must be issued with appropriate PPE and the proper use thereof enforced
- After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
 - Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
 - Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
 - Apply asbestos by spraying

Lead related work must be conducted to the requirements of the Lead regulations promulgated under the OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

(i) Tunnelling (Construction Regulation 13.)

- To be performed in accordance with the Tunnelling Regulations as published under the Mines Health & Safety Act (29 of 1996)
- No person shall enter a *tunnel that has a height dimension less than 800 mm
 - * Definition of Tunnelling: "the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral"

(j) Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, "The Design, Erection, Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

(k) Suspended Platforms & Boatswains Chairs (Construction Regulation 15 & 16)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 15.

Boatswains chairs are to be erected, used maintained and inspected in accordance with the requirements of Construction Regulation 16.

(l) Batch Plants (Construction Regulation 18)

The Contractor to erect, operate and maintain Batch Plants in accordance with the requirements of Construction Regulation 18.

Explosive Powered Tools (Construction Regulation 19)

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Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

The Contractor or user must ensure that:

- Only the correct type of cartridge is used
- The EPT is cleaned inspected and cleaned daily before use by an appointed competent person who keeps register with the findings of his inspection and the details of cleaning, service and repairs
- The safety devices are in good working order before the EPT is use
- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
- A warning notice is displayed at the point where the EPT is in use
- The issue and return of cartridges must be by issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges
- Users/operators of the EPT have received the necessary training and has been authorised as competent to use/operate the EPT
- Users/operators must wear the prescribed PPE whilst using/operating the tool

(m) Cranes & Lifting Equipment (Construction Regulation 20)

Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:

- to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the a table should be used by the driver/operator
- each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit
- fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted
- fitted with a load limiting device that automatically arrest the lift when
- the load reaches its highest safe position or
- when the mass of the load is greater than the MML
- every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes - 5 (five)
 - fibre ropes - 10 (ten)
- every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting
- every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturers prescription or to 110% of the MML
- in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety
- devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person

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- all maintenance, repairs, alterations and inspection results must be recorded in a log book
- and each lifting machine must have its own log book.
- no person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour
- every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided
- with a load indicator or a load lifting limiting device

Lifting Tackle:

- to be manufactured of sound material, well constructed and free from patent defects
- to be clearly and conspicuously marked with ID number and MML
- factor of safety:

- Natural fibre ropes	-	10(ten)
- Man-made fibre ropes & woven webbing	-	06(six)
- Steel wire ropes – single rope	-	06(six)
- Steel wire ropes – combination slings	-	08(eight)
- Mild Steel chains	-	05(five)
- High tensile/alloy steel chains	-	04(four)
- steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

Operator

- Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating
- Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.

Construction Regulation 20:

Where tower cranes (TC) are used:

- account must be taken of the effects of wind force on the structure
- account must be taken of the bearing capacity of the ground on which the TC is to be erected
- the bases for the TC and tracks for rail mounted TC's must be firm and level
- must be erected at a safe distance from excavations
- clear space must be provided and maintained for erection, operation, maintenance and dismantling
- TC operators must be competent to carry out the work safely
TC operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit to work on a TC.

All lifting operations where the lift will exceed 2000 kg must be planned by a competent person and the plan submitted to Dr JS Moroka Local Municipality for approval and permission to carry out the lift.

(n) Construction Vehicles & Mobile Plant (Construction Regulation 21)

Construction Vehicles and Mobile Plant will be inspected by Dr JS Moroka Local Municipality prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

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**Construction Vehicles and Mobile Plant (CV&MP) to be:**

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- operated/driven by trained, competent and authorised operators/ drivers. No unauthorised persons to be allowed to drive CV&MP
- operators and drivers of CV&MP must be in possession of a valid medical certificate declaring the operator/drive physically and psychologically fit to operate or drive CV&MP
- provided with safe and suitable means of access
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV&MP from falling into same
- provided with roll-over protection
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV&MP to be fitted with two head and two tail lights whilst operating under poor visibility conditions
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- CV&MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

No person may ride on a CV&MP except for in a safe place provided for the purpose

The construction site must be organised to facilitate the movement of CV&MP and that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated

CV&MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic to come into contact with the parked CV&MP.

In addition CV&MP left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent or on public roads must wear reflective safety vests

All CV&MP inspection records must be kept in the OH&S File**(o) Electrical Installations (Construction Regulation 22)**

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

The Contractor must ensure that:

- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person

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- and a record of the inspections kept on the OH&S File
- electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the OH&S File
- all temporary electrical installations must be controlled by a competent person appointed in writing

(p) Electrical & Mechanical Lock-Out

An electrical and mechanical lock-out procedure must be developed by the Principal Contractor and submitted to Dr JS Moroka Local Municipality for approval before construction commences. This lock-out procedure to be adhered to by all Contractors on site.

(q) Use & Storage of Flammables (Construction Regulation 23)

The Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken
- No flammable is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other sources of ignition is allowed in the area
 - The area is conspicuously demarcated as "flammable"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire fighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
 - stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store – No Smoking or Naked Lights"
 - the flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
 - Adequate and suitable fire fighting equipment installed around the flammables store and marked with the prescribed signs
 - All electrical switches and fittings to be of a flameproof design
 - Any work done with tools in a flammables store or work areas to be of a non-sparking nature
 - No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
 - The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
 - A sign indicating the capacity of the store to be displayed on the door
 - Only one day's quantity of Flammable is to be kept in the workplace
 - Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
 - Metal containers to be bonded to earth whilst decanting to prevent build-up of static

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- Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders

(r) Working on or Near Water (Construction Regulation 24)

The Principal Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

- Measures are in place to prevent workers from falling into the water and drowning. These measure to include the availability of lifejackets
- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timeous warning of flooding are in place

(s) Housekeeping (Construction Regulation 25)

The Contractor to ensure that:

- Housekeeping is continuously implemented
- Materials & equipment are properly stored
- Scrap, waste & debris are removed regularly
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free flow of pedestrian and vehicular traffic
- Waste & debris not to be removed by throwing from heights but by chute or crane
- Where practicable, Construction sites are fenced off to prevent entry of unauthorised persons
- Catch platforms or –nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects
- An unimpeded work space is maintained for every employee
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done materials
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials
- The walls and roof of every indoors workplace is sound and leak-free
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences , boarded over or provided with protection to prevent persons from falling

(t) Stacking & Storage (Construction Regulation 27)

The Contractor/Employer must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site
- Adequate storage areas are provided and demarcated
- The storage areas are kept neat and under control
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack
- The items in the lower layers can support the weight exerted by the top layers.
- Cartons and other containers that may become unstable due to wet conditions are kept dry
- Pallets and containers are in good condition and no material is allowed to spill out
- The height of any stack does not exceed 3X the base unless stepped back at least half the depth of a single container at least every fifth tier or

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- the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang)
 - The articles that make up a single tier are consistently of the same size, shape and mass
 - Structures for supporting stacks are structurally sound and able to support the mass of the stack
 - No articles are removed from the bottom of the stack first but from the top tier first
 - Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him/her
 - Stacks that are in danger of collapsing are broken down and restacked
 - Stability of stacks are not threatened by vehicles or other moving plant and machinery
 - Stacks are built in a header and stretcher fashion and that corners are securely bonded
 - Stepped back at least half the depth of a single container at least every fifth tier
 - Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations
- (u) **Storage of Flammables and Hazardous Chemicals (Hazardous Chemical Substances Regulations)**
See (u) above and (v) below.

Fire Prevention and Protection

The Principal Contractor must ensure that:

- The risk of fire is avoided
- Sufficient & suitable storage of flammables is provided
- Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace e.g.:
 - notices prohibiting smoking is displayed and enforced
 - welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
 - only spark-free hand and power tools are used
 - no grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
 - flameproof switches & fittings are to be used in the flammable atmosphere
 - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
 - Adequate ventilation is maintained
 - Adequate and suitable fixed and portable fire appliances is provided and maintained in good working order.
 - Maintenance must include:
 - Regular inspection by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the Fire equipment and know how to attempt to extinguish a fire
- A sufficient number of employees are appointed and trained to act as Emergency Team to deal with fires and other emergencies
- Employees are informed re. emergency evacuation procedures and escape routes
- Emergency escape routes are kept clear at all times
- After evacuation assembly points are demarcated
- Evacuation is practised to ensure that all is evacuated timeously
- Roll-call is held after evacuation to account for all personnel and ensure that no-one has been left behind.

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- A clearly audible to all persons on site siren or alarm is fitted

(v) Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28.

Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold water showers of some sort have to be provided to a ratio of 1 shower per 15 workers.

Change Rooms

Some form of screened off changing facility must be provided separately for each sex.

Eating Facility

Some form of shelter from the sun, wind and rain must be provided

(w) Living Accommodation

Where the site is in a remote location and transport home is not readily available, reasonable and suitable living accommodation must be provided.

(x) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Dr JS Moroka Local Municipality projects:

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- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

(y) Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as fridges, hotplates, heaters, etc. must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing
- Inspection results must be recorded in a register
- Only competent authorised persons are allowed to use portable electrical tools and equipment
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment

Portable Electrical Tools

- Must be maintained in good condition at all times to prevent an electrical shock to the user
- The main source must incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such
- All equipment must be fitted with a switch to allow for safe & easy starting and stopping

Portable Lights

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts/parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- It is suggested that a register be kept for each piece of equipment and findings of regular inspections must be entered
- Inspections must concentrate on plug, cord, switch and any obvious faults
- When used in wet/damp/metal container conditions, it must be protected as for portable electrical tools, above

(z) Public Health & Safety (Section 9 of the OHS Act)

The Principal Contractor will be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers by to the site

Appropriate signage must be posted to this effect and all employees on site must be instructed on ensuring that non-employees are protected at all times

All non-employees entering the site must receive induction into the hazards and risks and the control measures for these.

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**(aa) Hazardous Chemical Substances**

The Contractor/Employer must ensure that:

- Employees receive the necessary information & training to be able to use and store HCS safely
- Employees obey lawful instructions regarding:
 - the wearing and use of protective equipment
 - the use and storage of HCS
 - the prevention of the release of HCS
 - the wearing of exposure monitoring and measuring equipment
 - the cleaning up and disposal of materials containing HCS
 - housekeeping, personal hygiene and the protection of the environment
 - the Risk Assessments required in terms of Construction Regulation 7 include employee exposure to HCS and that the necessary to protect persons from being detrimentally affected by HCS present or used in the workplace, are taken
 - suppliers provide the necessary information in the form of a Material Safety Data Sheet (MSDS) regarding an HCS required to ensure the safe use and storage of that HCS
 - an up-to-date list is kept on site of HCS's stored and used together with the MSDS's of the said HCS's
- HCS containers are clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated above
- HCS e.g. Asbestos dust is not cleared by the use of compressed air but is vacuumed
- No person eats or drinks in a HCS workplace
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements

(ab) Project/Site Specific Requirements

See Annexure 3

Annexure 1: Measuring Injury Experience
 Annexure 2: Executive SHE Risk Management Report
 Annexure 3: List of Risk Assessments

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ANNEXURE 1: MEASURING INJURY EXPERIENCE

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ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement. The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)

FORMULA

No. of Compensation Claims X 200 000

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: The number of claims lodged with the COID insurer for the period under review

200 000: The fixed factor to align the rate with other rates used internationally

Man-hours Worked

Include: * Hourly Paid Employees
* Sub-contractors (No. of Employees X *220 each)
* Staff (No. of Employees X *220 hours each)

220 man-hours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed for the period under review.

2002/03CIFRSystem

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ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

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ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

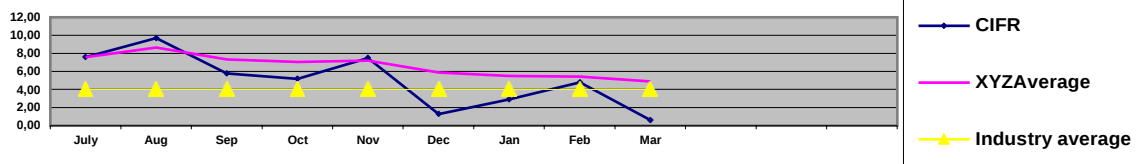
The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

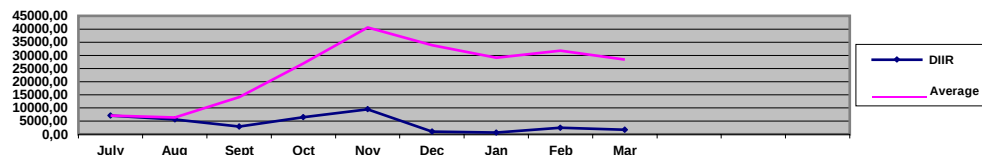
CIFR = $\frac{\text{Total No. of Claims against the Workmen's Compensation Fund} \times 200\,000}{\text{Man-hours worked}}$



2.

2. Disabling Injury Incidence Rate (DIIR)

DIIR = $\frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$



2.3. Other Major Incidents

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Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
- protect XYZ from claims at a later stage
 - ensure that only healthy persons are employed
 - prevent injuries and illness in the workplace
 - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

- 4.1. Job 00432: Gillooly's Mall Compliance: 56%(*)
 Job 00786: Cullinan Head Office Compliance: 83%(****)
 Job 00589: Cleveland Station Compliance: 76%(***)

4.2. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. *
 Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26	Induction	Internal
	15	OH&S Reps	Consultant
	3	Crane Drivers	External
February	23	Induction	Internal
	17	OH&S Reps	Consultant
March	43	Induction	Internal
	9	OH&S Reps	Consultant
	3	Bomag Rollers	Supplier
	3	First Aiders	St. John's

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6. LEGAL ISSUES

- 6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

8. OCCUPATIONAL AND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

9. ENVIRONMENTAL MEASURES

- Inspectors from the Mpumalanga Department of the Environment visited Kameelrivier and Bloedfontein and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

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ANNEXURE 3: LIST OF RISK ASSESSMENTS

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**ANNEXURE 3: LIST OF RISK ASSESSMENTS**

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant

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- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

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**C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS**

The following Particular Specifications are applicable to this Contract and are contained in this document.

C3.4.3.1 Requirements Of The Occupational Health And Safety Act Regulations

C3.4.3.2 Environmental Management Plan

C3.4.3.3 Provision Of Structured Training

C3.4.3.4 Requirements Of Extend Public Works Programme

C3.4.3.5 Hiv /Aids Requirements

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DR JS MOROKA LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

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**C3.4.3.2****ENVIRONMENTAL MANAGEMENT PLAN****CONTENTS**

C3.4.3.2.1	SCOPE
C3.4.3.2.2	DEFINITIONS
C3.4.3.2.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
C3.4.3.2.4	LEGAL REQUIREMENTS
C3.4.3.2.5	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
C3.4.3.2.6	TRAINING
C3.4.3.2.7	ACTIVITIES/ASPECTS CAUSING IMPACTS
C3.4.3.2.8	ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
C3.4.3.2.9	RECORD KEEPING
C3.4.3.2.10	COMPLIANCE AND PENALTIES
C3.4.3.2.11	MEASUREMENT AND PAYMENT

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C3.4.3.2.1. SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Condition of Contract 3rd Edition (2015), and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the DWS in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C3.4.3.2.2. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: Record of Decision explains how clean-up will be addressed and which alternatives will be used. It covers all of the following information: Site history, Site description, Site characteristics, Community participation in the investigative process, Enforcement activities., Past and present activities, Identification of contaminated media, Specific contaminants present, The range and role of response actions And Remedial technologies and methodologies selected.

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C3.4.3.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact.

The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water

Destruction or removal of fauna and flora and effect on biological diversity

Deformation of the landscape

Soil erosion

Destruction of historical/heritage sites

Effect on the built environment

Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.4.3.2.4. LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the

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fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project.

The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract 3rd Edition (2015) that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.4.3.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision.

The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken.

The DEO shall submit regular written reports to the engineer, but not less frequently than once a month. The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

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The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in Standard System and subclauses 4.18 and 11.11 of the General Condition of Contract 3rd Edition (2015). This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

C3.4.3.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment.

However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents.

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The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan.

The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

ii) **Vegetation**

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites. Read with Specification: 104 – Landscaping and grassing

iii) **Rehabilitation**

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) **Water for human consumption**

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) **Heating and cooking fuel**

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings.

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The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system.

The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.

Disposal of solid waste shall be at a Department of Water and Sanitation (DWS) licensed landfill site or at a site approved by DWS in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, or anywhere else on the site, including the approved solid waste disposal site.

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

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Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage.

The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

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Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay. Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials.

Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company. All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within, or at designated or instructed areas outside, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter.

Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition.

Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

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The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns.

The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the areas that may have been affected by such negligence.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes. Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any borrow pit, an EMP for the establishment, operation and closure of the borrow pit shall have been approved by the Department.

It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities.

ii) Excavation, hauling and placement

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The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any excavation. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment.

The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval.

The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods.

The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability. The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the Tendered rates for spoiling.

iv) Stockpiles

Bidder:

Initial: Authorised signatory/ies: **1.**

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The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received. Material milled from the existing surface that is temporarily stockpiled in areas approved by the engineer within, shall be subject to the same condition as other stockpiled materials.

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

v) **Blasting activities**

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and delays to be expected for each individual blast.

j) **Spillages**

Bidder:

Initial: Authorised signatory/ies: **1.**

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Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions.

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with General Condition of Contract 3rd Edition (2015) Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The South African Heritage Research Agency (SAHRA) should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with General Conditions of Contract 3rd Edition (2015) Subclause 4.24 as amended by Particular Condition).

l) Noise Control

Bidder:

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The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise shall be mandatory. Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation disturbed during pipe line construction. This includes, for example, stockpile areas, stop/go facilities, windrows and wherever material generated for or from construction has been stored temporarily or otherwise. This responsibility shall extend for the duration of the defects notification period.

C3.4.3.2.9. RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.4.3.2.10. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings. Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

THE FOLLOWING PENALTIES SHALL APPLY FOR ENVIRONMENTAL VIOLATIONS:

A) UNNECESSARY REMOVAL OR DAMAGE TO TREES

- | | |
|---|--------------------|
| • 2600MM GIRTH OR LESS | : R 5 000 PER TREE |
| • GREATER THAN 2600MM, BUT LESS THAN 6180MM GIRTH | : R10 000 PER TREE |
| • GREATER THAN 6180MM GIRTH | : R30 000 PER TREE |

B) Serious violations:

Bidder:

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- Hazardous chemical/oil spill and/or dumping in Non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R 1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

C) Less serious violations:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site. : R1 000 per incident
- Dumping of milled material in side drains or on grassed Areas : R1 000 per incident
- Possession or use of intoxicating substances on site. : R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.3.2.11. MEASUREMENT AND PAYMENT

"The cost of complying with this specification shall be deemed to be included in the rates tendered for this contract."

Item

Unit

C100.01 Penalty for unnecessary removal or damage to trees

for the following diameter sizes

- | | |
|---|-------------|
| (a) 2600mm girth or less | number (No) |
| (b) Greater than 2600mm, but less than 6180mm girth | number (No) |
| (c) Greater than 6180mm girth | number (No) |

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The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item**Unit****C100.02 Penalty for serious violations**

- | | |
|--|-------------|
| (a) Hazardous chemical/oil spill and/or dumping in non-approved sites | number (No) |
| (b) General damage to sensitive environments | number (No) |
| (c) Damage to cultural and historical sites | number (No) |
| (d) Pollution of water sources | number (No) |
| (e) Unauthorised blasting activities | number (No) |
| (f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost) | number (No) |

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item**Unit****C100.03 Penalty for less serious violations**

- | | |
|--|-------------|
| • Littering on site | number (No) |
| • Lighting of illegal fires on site | number (No) |
| • Persistent or un-repaired fuel and oil leaks | number (No) |
| • Excess dust or excess noise emanating from site | number (No) |
| • Dumping of milled material in side drains or on grassed areas | number (No) |
| • Possession or use of intoxicating substances on site | number (No) |
| • Any vehicles being driven in excess of designated speed limits | number (No) |
| • Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife | number (No) |
| • Illegal hunting | number (No) |
| • Urination and defecation anywhere except in designated areas | number (No) |

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

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Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

Bidder:

Initial: Authorised signatory/ies: **1.**

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

Bidder:**Initial:** Authorised signatory/ies: 1.

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Washing waste				
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Bidder:**Initial:** Authorised signatory/ies: 1.

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary works	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

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DR JS MOROKA LOCAL MUNICIPALITY



REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

Bidder:

Initial: Authorised signatory/ies: **1.**

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C3.4.3.3 PROVISION OF STRUCTURED TRAINING

CONTENTS

C3.4.3.3.1	SCOPE
C3.4.3.3.2	GENERIC TRAINING
C3.4.3.3.3	ENTREPRENEURIAL SKILLS TRAINING
C3.4.3.3.4	MEASUREMENT AND PAYMENT

Bidder:

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C3.4.3.3 PROVISION OF STRUCTURED TRAINING

C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured Progressive training programme.

C3.4.3.3.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

COURSE DESCRIPTION		ESTIMATED No. OF TRAINEES	ESTIMATED DU RATION (DAYS)
1	SAFETY FOR CONSTRUCTION WORKERS	30	
2	FLAGMEN	30	
3	CONCRETE HANDLING, PLACING AND FINISHING	30	
4	BUTT WELDING	4	

C3.4.3.3.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

C3.4.3.3.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

C3.4.3.3.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

C3.4.3.3.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

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In addition to the above, a monthly return shall be submitted by the contractor.

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.6 The structured training will comprise out of the following as decided by the Employer:

COURSE DESCRIPTION	ESTIMATED DURATION (DAYS)
1. BASIC BUSINESS PRINCIPLES	To be determined
2. BASIC SUPERVISION	To be determined
3. RUNNING A BUSINESS	To be determined
4. LEGAL PRINCIPLES	To be determined
5. ACHIEVING STANDARDS	To be determined

C3.4.3.3.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

C3.4.3.3.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material

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(c) Transport of the subcontractors (as necessary)

C3.4.3.3.9 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document

C3.4.3.3.4 MEASUREMENT AND PAYMENT

ITEM	UNIT
BE12.05 Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d) Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract 3rd Edition (2015). The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first installment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final installment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

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C3.4.3.5 HIV/AIDS REQUIREMENTS

CONTENTS

SH 01	SCOPE
SH 02	DEFINITIONS AND ABBREVIATIONS
SH 03	HIV/AIDS EDUCATION AND TRAINING
SH 04	PROVIDING WORKERS WITH ACCESS TO CONDOMS
SH 05	ENSURING ACCESS TO HIV/AIDS TESTING AND COUNCILLING
SH 06	MONITORING

Bidder:

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DR. JSMLM:

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**C3.4.3.5 HIV/AIDS REQUIREMENTS****SH 01 SCOPE**

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers

Informing Workers of their rights with regard to HIV/AIDS in the workplace

- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

SH.02 DEFINITIONS AND ABBREVIATIONS**SH 02.01 DEFINITIONS**

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in total.

SH 02.02 ABBREVIATIONS

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

**SH 03 HIV/AIDS EDUCATION AND TRAINING
DISPLAYING OF PLASTIC LAMINATED POSTERS AND DISTRIBUTION OF INFORMATION BOOKLETS**

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

SH 04 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers

270

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at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

SH 05 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

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SH 06. MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

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**C3.5 MANAGEMENT****C3.5.1 MANAGEMENT MEETINGS**

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

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REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

C4	SITE INFORMATION
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Bidder:

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PART C4: SITE INFORMATION

C4.1 SITE INFORMATION276

C4.2 LOCALITY PLAN277

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Bidder:

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C4.1 SITE INFORMATION

C4.1.1 Material site investigation

Geotechnical investigation for the bulk line was carried and the fieldwork comprised Test Pits (Soil Profiles) and Dynamic Cone Penetrometer tests

Groundwater Occurrences

There are major rivers, streams and/or drainage channels that traverse the site. groundwater seepage was encountered in any of the test pits excavated on site however where the pipeline crosses the stream, it may thus be expected that ground water may be present at shallow depth below the ground level in these region.

C4.1.2 Working Drawings

Working drawings and other information will also be made available to the successful tenderer.

Bidder:

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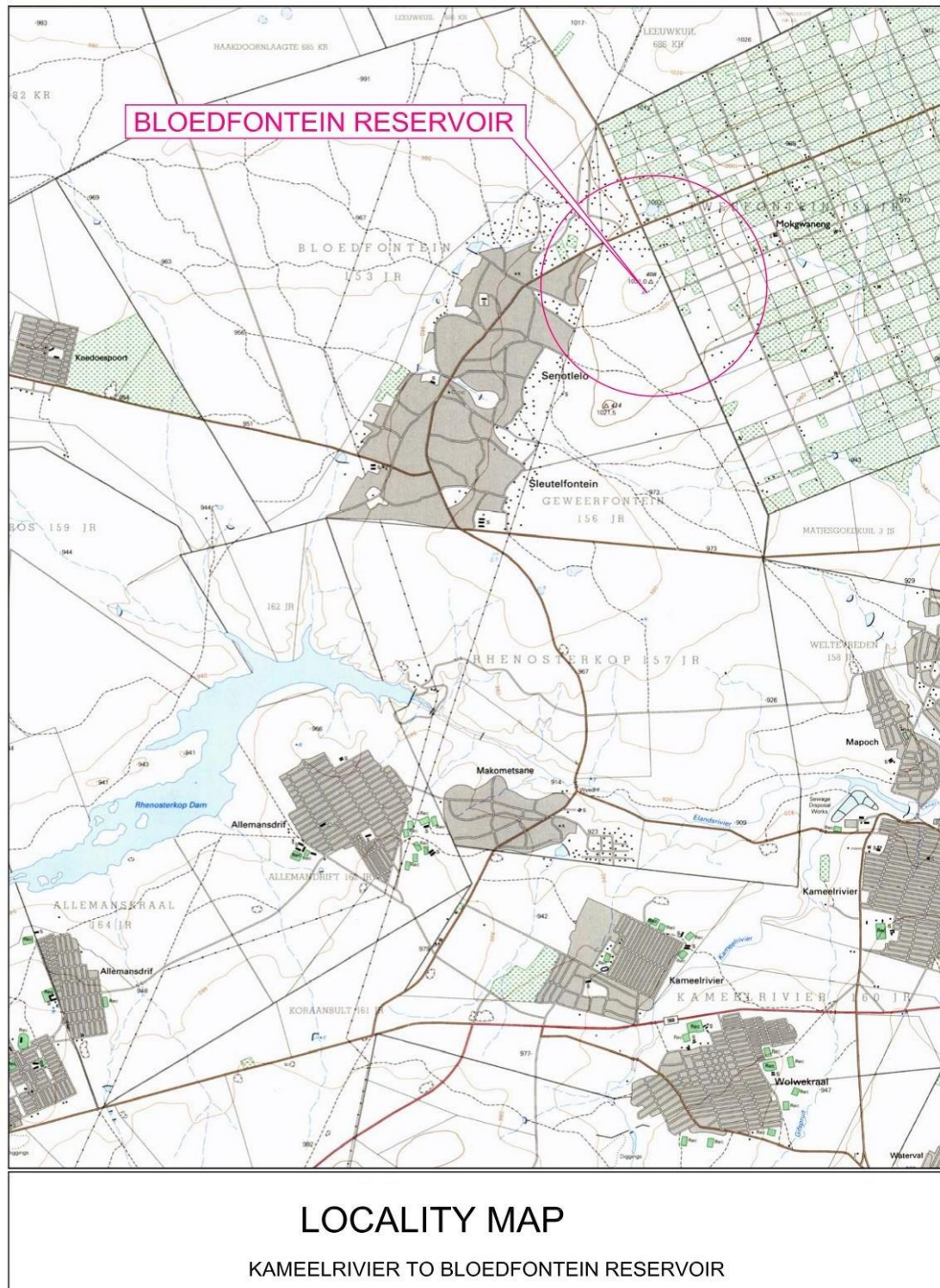


C4.2 LOCALITY PLAN

Bidder:
Initial: Authorised signatory/ies: **1.**
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Witness:

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Bidder:

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C5 ANNEXURES

Bidder:

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Witness:

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PART C5: ANNEXURES

C5.1	PROFORMA DOCUMENTS.....	C.215
C5.2	CONTRACT DRAWINGS	C.290

Bidder:

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Witness:

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REPLACEMENT OF ASBESTOS BULK LINE FROM WATER TREATMENT PLANT TO BLOEDFONTEIN RESERVOIR

C5.1 PROFORMA DOCUMENTS

Bidder:

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2.

Witness:

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C5.1 PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful Tenderer.

C5.1.1	EXAMPLE OF ABE DECLARATION AFFIDAVIT	C.216
C5.1.2	CONTRACT EMPLOYMENT REPORT	C.285
C5.1.3	EMPLOYMENT OF SUPERVISORY STAFF REPORT.....	C.286
C5.1.4	GENERIC TRAINING REPORT	C.286
C5.1.5	ENTREPRENEURIAL TRAINING REPORT.....	C.287
C5.1.6	ENGINEERING TRAINING REPORT.....	C.288
C5.1.7	COMMUNITY LIAISON MEETING REPORT	C.289

Bidder:

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**C5.1.1 EXAMPLE OF ABE DECLARATION AFFIDAVIT**

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
- Postal address :
- Telephone no. :Fax no
- Contact person :
- VAT registration no. :
2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....
3. Principal Business Activities :
4. Service/work to be performed on this contract:
5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

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Notes to Tenderer:

Under column 1 state the assignment or contract (e.g. Contract XYZ0103): Construction of Bulk line and follow this with the work carried out

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,....., being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

Telephone no.

Commissioner of Oath

Date

Note: In the case of Company a certificate of authority for signatory must be provided.

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**EXAMPLE****C5.1.2 CONTRACT EMPLOYMENT REPORT****CONTRACT NO.**

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2013										
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMALE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								
		Others (o)								
TOTALS										
GRAND TOTALS										

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**C5.1.3 EMPLOYMENT OF SUPERVISORY STAFF REPORT****CONTRACT NO.**

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF 2013				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
TOTALS				

C5.1.4 GENERIC TRAINING REPORT**CONTRACT NO.**

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2013										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES		CERTIFICATES AWARDED		TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING					
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

Bidder:**Initial:** Authorised signatory/ies: 1.

2.

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EXAMPLE

C5.1.5 ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO.

CONFIDENTIAL

REPORT ON ENTERPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF2013										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICAT ES AWARDED			
START	FINIS H	NAME	VEND OR NO.		MAL E	FEMA LE	MAL E	FEMA LE	MA LE	FEMALE

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EXAMPLE

C5.1.6 ENGINEERING TRAINING REPORT

CONTRACT NO.

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2013										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
ST AR T	FINIS H	NAME	VEN DOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED			
					MA LE	FEM ALE	MA LE	FEMA LE	MA LE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

Bidder:**Initial:** Authorised signatory/ies: 1.

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EXAMPLE

C5.1.7 COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2013						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

Bidder:**Initial:** Authorised signatory/ies: **1.****2.****Witness:****DR. JSMLM:****Initial:** DR. JSMLM.....

C5.2 CONTRACT DRAWINGS

The following is a list of contract drawings included in the document

DRAWING NO.	REV	DRAWING DESCRIPTION
	A	LOCALITY PLAN
DJS/L/01	A	LAYOUT DRAWING
DJS/LS/01	A	LONG SECTION DRAWING
DJS/LS/01	A	LONG SECTION DDRAWING
DJS/D/01	A	DETAILS OF AIR VALVE
DJS/D/02	A	DETAILS OF SCOUR VALVE
DJS/D/03	A	DETAILS OF PRESSURE REDUCING VALVE

APPENDIX B: TYPES OF INFRASTRUCTURE WHICH ARE SUITABLE FOR CONSTRUCTION USING LABOUR INTENSIVE METHODS

B.1

The following operations may be carried out using labour intensive methods:

- Excavate by hand to expose existing services and backfill.
- Clear and grub of site.
- Cutting and removing trees.
- Grubbing and the removal of the stumps and roots of large trees.
- Flagmen.
- Hand trimming.
- Hand excavation.
- Backfilling of trench.
- Laying and jointing of pipes irrespective of depth.
- Construction of valve chambers

B.2 Water

The following operations may be constructed using labour-intensive construction methods:

1. House connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
2. Construction of ferro-cement reservoirs.
3. Excavation for membrane lined and floating roof reservoirs.
4. Construction of small masonry reservoirs.
5. Spring and well protection measures

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Witness:

B.3 Haul of Material

Where the haul of any material exceeds 200m, consideration should be given to the use of local resources for transporting material. This includes the use of animal-drawn vehicles and small trailer combinations utilising locally sourced tractors. All loading and off-loading can be done by hand.

B.4 Electricity

The following operations may be constructed using labour-intensive methods:

1. Excavation of trenches for reticulation of all voltages.
2. Excavation for and erection of poles for overhead lines.
3. Installation of all electricity cables (joints and terminations by qualified persons).

B.5 Houses, schools and clinics

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

1. Manufacture of masonry elements on site.
2. Excavation of all foundation trenches by hand.
3. Manufacture of roof trusses on site.
4. Adoption of the BESA System

- Note:
- 1) In the BESA system walls are constructed using bitumen emulsion stabilised adobe blocks and mortar. External and internal wall surfaces can be finished in a variety of ways using a mortar mix or a cement/sand plaster.
 - 2) The BESA Building System is the subject of an open certificate issued by Agreement South Africa. The concept of an open certificate is that the technology is not the intellectual property of any company or individual and the information is available to anyone who wishes to use it. Any competent person, company or institution who wishes to use this system and is capable of carrying out this work in accordance with the terms and conditions of certification and undertakes to do so, may apply to Agreement South Africa to be registered as a holder of this open certificate.

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C5.2 CONTRACT DRAWINGS

Bidder:

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2.

Witness:

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