



BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 108/25
CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF**

TENDER NUMBER: **B/SM 108/25**
DESCRIPTION: **CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF**
CLOSING DATE: **11 August 2025**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

CIDB: The following CIDB class for construction work, in accordance with the total amount tendered or value determined in accordance with regulation 25 (7A) of the Construction Industry Development Board, Regulations, 2004 (as amended) on 23 May 2019, will apply to the bid. Tenderers must have an **estimated CIDB contractor rating of at least 4CE or higher.**

INFORMATION:

Tender Specifications: Johan Genis at 021 982 6570 at e-mail: johan@jpce.co.za

SCM Requirements: Jeanette Williams at 021 808 8524 at e-mail: Jeanette.Williams@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting will be held on **21 July 2025 at 11:00 at Franschhoek Area Cleaning depot; Robertsvlei Road, La Motte Franschhoek. (33°53'29.9"S 19°04'45.2"E).**

Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

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

Sealed Tenders, with "**B/SM 108/25 CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF**", clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

Price	80
B-BBEE status level of contribution	10
Locality	10
Total points for Price, B-BBEE and locality	100

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

1. This Tender is subject to the general conditions of contract (GCC & CIDB) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R935.00 per document**.*

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

G Mettler (Ms)

MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 108/25 KONSTRUKSIE VAN DIE LA MOTTE VASTE AFVAL AFLAAI STASIE

TENDER NOMMER: B/SM 108/25
BESKRYWING: KONSTRUKSIE VAN DIE LA MOTTE VASTE AFVAL AFLAAI STASIE
SLUITINGSdatum: 11 Augustus 2025
TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakgradering** van ten minste **4CE of hoër** hê.

NAVRAE:

Tender spesifikasies: Johan Genis by 021 982 6570 by epos: johan@jpce.co.za
Vkb vereistes: Jeanette Williams by 021 808 8524 by epos: Jeanette.Williams@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingsessie** sal gehou word op **21 Julie 2025 om 11:00 te Franschhoek Area Cleaning depot; Robertsvlei Road, La Motte Franschhoek. (33°53'29.9"S 19°04'45.2"E)**

Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëelde tenders duidelik gemerk: "**B/SM 108/25 KONSTRUKSIE VAN DIE LA MOTTE VASTE AFVAL AFLAAI STASIE**", op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
B-BSEB status	10
Ligging	10
Totale punte vir prys, B-BSEB en ligging	100

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (AKV & KIOR) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R935.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TENDER NO.: B/SM 108/25

**CONSTRUCTION OF THE LA MOTTE SOLID WASTE
DROP-OFF**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) <i>(refer to page 68):</i>			
COMPLETION PERIOD IN WEEKS:	(Max. 24 Weeks)		
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

PREPARED AND ISSUED BY: Directorate: Finance: Supply Chain Management Unit Stellenbosch Municipality, P O Box 17, Stellenbosch, 7599		CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:	
		Johan Genis	
		Consultant	
		Tel. Number: 021 982 6570	

JULY 2025



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	108/25	CLOSING DATE:	11 August 2025	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX (MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER	.....		6. DATE		
7. NAME AND SURNAME OF RESPONSIBLE PERSON					
8. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	Johan Genis	
CONTACT PERSON	Jeanette		TELEPHONE NUMBER	021 982 6570	
TELEPHONE NUMBER	021 808 8524/021 886 6903		E-MAIL ADDRESS	johan@jpce.co.za	
E-MAIL ADDRESS	Jeanette.Williams@stellenbosch.gov.za				



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR SUBMITTED ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

NAME AND SURNAME

DATE

.....



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



2. CHECKLIST

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

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



3. CLARIFICATION MEETING CERTIFICATE

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

OR

2. COMPANIES AND/OR CLOSE CORPORATIONS

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

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

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

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	



Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

OR

3. PARTNERSHIP

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

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

Full name of partner	Signature



SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

OR

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____

To sign this, offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

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

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____
 _____ authorized signatory of the Company/Close Corporation/Partnership
 (name) _____,
 acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract
 resulting from it on our behalf.

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

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

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

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

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



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

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

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

Note

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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



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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

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

F.1.6 Procurement procedures

F.1.6.1 General

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



F.1.6.2 Competitive negotiation procedure

- F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

- F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

- F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

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



F.2.1.1.1 Registration as Supplier on the Central Supplier Database

Only those tenderers who are registered and verified on the Central Supplier Database, or are capable of being are eligible to submit tenders. The Employer will only enter into a formal contract with a tenderer who is registered on the Central Supplier Database as service provider and has been issued with a registration number.

Tenderers who are not registered and verified on the Central Supplier Database are not precluded from submitting tenders and quotations. It is the responsibility of tenderers to ensure that this requirement is complied with prior to the closing date of the tender. In the case of Joint Venture partnerships this requirement will apply to each party to the Joint Venture.

F.2.1.1.2 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **CE** class of construction work, are eligible to have their tenders evaluated. It is anticipated that a CIDB grading of **4CE** will be required for this tender.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **CE** class of construction work;
3. 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 **CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

F.2.1.1.3 Experience of Tenderer

Only those tenderers who satisfy the following criteria will be eligible to have their tenders evaluated.

The eligibility criteria are:

- The Tenderer shall have successfully completed 3 construction contracts of similar scope of work and value within the past 10 years. If a Sub-contractor will be employed for a particular portion of the work, the same requirement will apply to said Sub-contractor.
- The proposed Construction Manager shall have successfully completed 3 construction contracts of similar scope and value within the past 7 years.

References listed in **Returnable Schedules 14, 15 and 16** with regard to the Tenderer's and/or the Sub-contractor's experience will be contacted and requested to submit written comments. The tenderer shall ensure that the contact details provided are correct and reachable. Inaccurate and/or unreachable contact info will result in the particular reference being disregarded.



Please Note: Tenderers who fail to supply the information requested in any of these schedules and in the specific format with their tender offers by closing date of the tender, will be considered ineligible to tender.

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, 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(s) are stated in the tender data.

F.2.8 Seek clarification

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



F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

- F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.



- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".



F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.



F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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



F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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



c) arithmetic errors in:

- i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- ii) the summation of the prices.

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for preference
- 3) Add the points scored for price and preference

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.



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

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

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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

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

- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :
 - (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.



- 3) Regarding par 1(a)(1)(ii) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of Stellenbosch Municipality (WC024)	10	5
Outside of the boundaries of the Stellenbosch Municipality (WC024)	0	0

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

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

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

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

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of bid under consideration;

Pt = Price of bid under consideration; and

Pmin = Price of lowest acceptable bid.

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



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

- A tenderer must submit proof of its BBEE status level contributor.

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

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of Stellenbosch Municipality (WC024)	10	5
Outside of the boundaries of the Stellenbosch Municipality (WC024)	0	0

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

- 10) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 11) (d) The points scored by tender in respect of B-BBEE contribution must be added to the points scored for price as calculated
- 12) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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



Where:

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

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

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring functionality

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

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

$$NQ = W_2 \times SO / MS$$

Where:

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

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

W_2 = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.



F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under rest
- b) restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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



F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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



7. SPECIAL CONDITIONS OF CONTRACT

General Conditions of Contract

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 are applicable to this Contract and are obtainable from <http://www.saice.org.za>.

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent and the Engineer.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

Contract Specific Data

The following contract specific data, referring to the General Conditions of Contract, are applicable to this Contract:

1.1 Definitions

The definitions contained in Clause 1.1 are hereby amended and / or supplemented as follows:

- Add the following definition:

"1.1.1.35 " Schedule of Documents" means the document so designated in and forming part of the Tender Documents."

4.1.2 Contractor's liability for own design errors

In Clause 4.1.2, line 5, amend "any drawing" to read "any design, drawing".

4.3.1 Compliance with applicable laws

Add to the end of Clause 4.3.1:

"The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a health and safety plan as required by Regulations 5.(1)(l) and 7.(1)(a) of the Construction Regulations, 2014 of the Occupational Health and Safety Act.

The Employer shall approve (or disapprove) the health and safety plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission.

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer a Mandatary Form as envisaged by Section 37(2) of the Occupational Health and Safety Act. (See Pro Forma: Agreement in terms of the Occupational Health and Safety Act bound in the Tender Documents.)".



4.3.2 Proof of good standing

Add to Clause 4.3.2:

"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), the Contractor shall, within such time as is stated in the Appendix to Part 1 of the Contract Data for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either

- (a) from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or
- (b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."

5.4.2 Access not exclusive

The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works.

5.12.3 Relevant adjustments to General Items

Replace the Clause with the following:

"If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable, as are appropriate to the circumstances concerned and taking into account any other compensation which may already have been granted in respect of these circumstances."

5.16 Approval

In the last paragraph, 2nd line of Clause 5.16.1, delete the word "not".

6.6.1 Provisional Sums

In Clause 6.6.1.2.1, the first line, after the word "sums", insert ", excluding VAT," and in Clause 6.6.1.2.2, the third line, after the word "amount" insert ", excluding VAT,".

6.6.2 Prime Cost Sums

In Clause 6.6.2, line 5, after the word "price", insert ", excluding VAT,".

6.8.2 Application of Contract Price Adjustment Factor

In Clause 6.8.2, line 3, after "Clause 6.10.1" insert:

"but including new rates or prices fixed in terms of Clause 6.4.1".

6.9.1 Vesting of Plant and Materials

Add to Clause 6.9.1:



"The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Employer's Agent of any materials which are not his sole property."

6.9.2 Definition of "materials"

In Clause 6.9.2, last line, amend "Works" to read "Permanent Works".

6.10.1 Interim Payments

In Clause 6.10.1.5, line 6 amend "documentary evidence" to read "a signed statement".

7.2.1 Quality of Plant, Workmanship and Materials

Add at the end of Clause 7.2.1:

"Unless otherwise directed in writing by the Employer's Agent, materials for the Permanent Works shall be new and unused. It shall be the Contractor's responsibility to ensure that the materials priced in the Schedule of Quantities are suitable in form and design (in accordance with Clause 4.1.1) for the specific site of works in terms of ground conditions and climatic conditions, failing which the Contractor shall replace all unsuitable material with suitable materials, approved by the Employer's Agent. The costs of replacing such unsuitable material shall be for the Contractor's account exclusively."

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a quality management plan as specified.

The Employer shall approve (or disapprove) the quality management plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission."

7.8.1 Making good of defects in Defects Liability Period

In Clause 7.8.1, paragraph 2, line 2, after the words "Defects Liability Period", insert "within the period specified by the Employer's Agent", and amend "thereafter" to read "after the Defects Liability Period".

8.2 Care of the Works

Replace Clause 8.2.2.2 with the following:

"Arising from any of the accepted risks, referred to in Cause 8.3, other than pertaining to Clauses 8.3.1.11, 8.3.1.12 and 8.3.1.13, the Contractor shall, if ordered by the Employer's Agent, repair and make good the same and the cost of such work shall be for the Contractor's account."

8.3.1 Excepted risks

In Clause 8.3.1.9 insert at the beginning, "Except where the Contract specifically so provides,".

In Clause 8.3.2 insert at the end: "All additional costs claimed by the contractor due to excepted risks, other than pertaining to Clauses 8.3.1.11, 8.3.1.12 and 8.3.1.13 and approved by the Engineer, shall be borne by both the Contractor and the Client in equal parts.

Further to this, only Time-Related Preliminary and General claims pertaining to Clause 8.3.1.7 will be considered and evaluated by the Engineer."



8.6.1 Insurances to be effected

Add to Clause 8.6.1.3:

"The minimum amount of insurance required in terms of this Clause, as stated in the Appendix to Part 1 of the Contract Data, shall be per event, the number of events being unlimited."

Amend Clause 8.6.1.5 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof."

8.6.5 Employer to approve insurance policy

Add to Clause 8.6.5:

"The Employer shall approve (or disapprove) the terms of the insurances within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the policies provided in terms of Clause 8.6.5."

8.6.6 Contractor to produce proof of payment

Add to Clause 8.6.6:

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Appendix to Part 1 of the Contract Data."

8.6.8 Claims arising

Add Clause 8.6.8:

"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Employer's Agent copies of all claims and associated documents. The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 8.2.2.1, 8.2.2.2 and 8.2.2.3."



CONTRACT PRICE ADJUSTMENT SCHEDULE

Replace the definitions of "L", "P", "M", "F" with the following:

"L" is the "Labour Index" and shall be the Consumer Price Index for All Items within the Western Cape Province, as published in the Statistical News Release, P0141 Table 3 of Statistics South Africa.

"P" is the "Plant Index" and shall be the Index for moving, grading, levelling, scraping, excavating, tamping, compacting and extracting machinery as published in the Statistical News Release P0151.1, Table 4 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Index for Civil Engineering materials - total as published in the Statistical News Release P0151.1, Table 6 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Index for Diesel, as published in the Statistical News Release P0142.1, Table 1 of Statistics South Africa.

Pro forma – Form of Offer

The Form of Offer to be used shall be the Form of Offer bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

Pro forma – Form of Acceptance

The Form of Acceptance to be used shall be the Form of Acceptance bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

Pro forma – Deed of Guarantee

The Deed of Guarantee shall be in the form bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.



APPENDIX TO PART 1 - DATA PROVIDED BY THE EMPLOYER

- 1.1.1.13 The Defects Liability Period is 12 calendar months.
- 1.1.1.14 The time for achieving Practical Completion of the whole of the Works is as stated in Part 2.
- 1.1.1.15 The name of the Employer is Stellenbosch Municipality.
- 1.1.1.16 The Employer's Agent, referred to in the documents, is any professionally registered director of JPCE (PTY) LTD.
- The name of the Employer's Agent is: **Mr JG Palm, Pr. Eng**
- 1.1.1.26 The Pricing Strategy is Re-measurement Contract.
- 1.2.1.2: The Employer's address for receipt of communications is:
- Physical address:
 71 Plein Street, Ecclesia Building
 Stellenbosch
 7600
- Telephone: +27 21 808 8248
 e-mail: clayton.hendricks@stellenbosch.gov.za
- 1.2.1.2 The Employer's Agent's address for receipt of communications is:
- | | |
|--|--|
| <p>Physical address:
 60 Bracken Street
 Protea Heights
 BRACKENFELL
 7560</p> | <p>Postal address:
 P O Box 931
 BRACKENFELL
 7561</p> |
|--|--|
- Telephone: 021 982 6570
 e-mail: janpalm@jpce.co.za
- 1.3.2 The governing law is the law of the Republic of South Africa.
- 3.2.3 The Employer's Agent shall obtain the specific approval of the employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
1. Clause 6.3: Variations
 2. Clause 5.11.1: Suspension of the Works
 3. Clause 5.12: Extension of Time for Practical Completion



5.3.1 The following documentation is required and shall be approved by the Employer's Agent, before Commencement with Works execution:

- (a) Health and Safety Plan (Refer to Clause 4.3);
- (b) Environmental Management Plan (Refer to Clause 4.3);
- (c) Letter of Good Standing (Refer to Clause 4.3);
- (d) Initial programme (Refer to Clause 5.6);
- (e) Security (Refer to Clause 6.2);
- (f) Quality Management Plan (Refer to Clause 7.2.1);
- (g) Insurance (Refer to Clause 8.6);
- (h) Cash flow projection.

5.3.2 The time to submit the documentation required before commencement with Works execution is 14 days. The 14 days is included in the time to achieve Practical Completion and will not be added.

5.8.1 The non-working days are Saturdays and Sundays.

The special non-working days are public holidays and the year-end break commencing mid-December and ending early January as published by SAFCEC.

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

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

January 2 days;
 February 2 days;
 March 3 days;
 April 4 days;
 May 5 days;
 June 8 days;
 July 6 days;
 August 7 days;
 September 5 days;
 October 3 days;
 November 3 days;
 December 3 days.

The Contractor shall notify the Employer's Agent via email of the delay on the day of the occurrence, failing which, a claim for that delay will not be entertained.

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

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



- 5.13.1 The penalty for delay is **R3200** per calendar day. The penalty shall not be reduced with the issue of interim Practical Completion Certificates, unless otherwise agreed with the Engineer. The penalty amount stated above does not attract VAT and the amount as stated will be deducted from the monies due to the Contractor before the calculation of VAT.
- 5.13.2 The penalty for delay will not be reduced for any reason whatsoever.
- 5.14.1 The requirements for achieving Practical Completion are:
1. The same as the requirements for achieving Completion in terms of Clause 5.14.4 and will be applicable to the whole of the works. Partial Completion shall not be issued.
- 5.16.3 The latent defect period is **10** years.
- 6.2.1 Security
- The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is **10%**.
- 6.8.2 The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.
- Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.
- Furthermore if, as a result of any extension of time granted or extension of validity requested, the duration of the contract period exceeds one year after the end of the initial period of validity, the contract will automatically be subject to contract price adjustment for that period by which the actual contract period exceeds such one year.
- Where applicable, in terms of the foregoing, a Contract Price Adjustment factor shall be applied to the value of certificates in accordance with the Contract Price Adjustment Schedule included in the Contract Data. In this Contract Price Adjustment factor:
- The value of "x" is 0.15.
- The values of the coefficients are:
- a = 0.10 Labour;
 b = 0.30 Contractor's equipment;
 c = 0.30 Material;
 d = 0.30 Fuel.
- The base month is the month prior to tender closure.
- 6.8.3 Price adjustments for variations in the costs of special materials are not allowed.
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is **80%** of the value stated on the material supplier's invoice.



- 6.10.3 Retention monies that are held shall not exceed 10% of any amount due to the contractor with the Limit of Retention Money being 10% of the Contract Price. **A guarantee in lieu of retention is not permitted.**
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum shall be calculated by the Contractor from the information contained in the contract documentation, if applicable.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R200 000.00.
- 8.6.1.2 A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA) is required.
- 8.6.1.3 The limit of indemnity for liability insurance is R10 000 000.00 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.
- 8.6.1.5 In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurances are also required:
- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
 - (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
 - (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
 - (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- 8.6.6 The insurance policies and proof of due payment shall be produced to the Employer's Agent within the time stated in Clause 5.3.2.
- 10.7.1 The determination of disputes shall be by arbitration.



PART 2: DATA PROVIDED BY THE CONTRACTOR

1.1.1.9 The Contractor is

1.2.1.2: The Contractor's address for receipt of communications is:

Telephone:

Facsimile:

e-mail:

Address:

.....

.....

1.1.1.14 The time for achieving Practical Completion is **Weeks (24 Weeks Maximum)**, all special non-working days, as stated under clause 5.8.1, excluded.

6.8.3 Variation in the cost of Special materials

SPECIAL MATERIALS			
Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The rates and prices for the special materials shall, unless otherwise specified, be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Only those materials listed by the employer below shall be considered as special materials.			
Special Material	Unit	State Source of Special Material + Current Base Rate / Price as of month of Tender	Percentage of special material in terms of total rate make-up
None			
Proof of all rates or prices as indicated above to be attached to this page. Failure to do so might lead to tender being considered ineligible. Base rate to be used for rate adjustment shall be the rate 3 months post tender closure month.			



8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative													
3.2.	Identity Number													
3.3.	Position occupied in the Company (director, shareholder ² etc.)													
3.4.	Company Registration Number													
3.5.	Tax Reference Number													
3.6.	VAT Registration Number													
3.7.	Are you presently in the service of the state?	YES		NO										
3.7.1.	If so, furnish particulars:													
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO										
3.8.1.	If so, furnish particulars:													

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

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

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



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

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2024/2025

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

1.5

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCALITY (See definitions)	10
Total points for Price, BBEE and Locality (must not exceed 100)	100

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

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

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



2. DEFINITIONS

3.

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

5. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of bid under consideration.
- Pt = Price of bid under consideration.
- Pmin = Price of lowest acceptable bid.



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

5.3 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration.

P_t = Price of bid under consideration.

P_{max} = Price of highest acceptable bid.

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

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

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

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

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

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

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

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

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



6.6 A tenderer failing to submit proof of BBBEE status level of contributor –

6.6.1 may only score in terms of the 80/90-point formula for price; and

6.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

6.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of Stellenbosch Municipality (WC024)	10	N/A
Outside of the boundaries of the Stellenbosch Municipality (WC024)	0	0

7. BID DECLARATION

7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution and/or Locality must complete the following:

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

8.1 B-BBEE Status Level of Contributor: = (maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.);

8.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

Business Address -

.....

.....

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



9. SUB-CONTRACTING

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

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

9.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/firm:.....

10.2 VAT registration number:.....

10.3 Company registration number:.....

10.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



10.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

10.6 COMPANY CLASSIFICATION

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

10.7 MUNICIPAL INFORMATION

10.8

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

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

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



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



PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)
(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

NB!

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty)Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation: i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualify to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"



3. I hereby declare under Oath that:

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

NB!

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

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

Commissioner of Oaths

Signature & stamp

Date:



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

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R80 000	1	NO
TENDERER B	R75 000	1	YES
TENDERER C	R70 000	2	NO

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



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

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



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

5. CERTIFICATION

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

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

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



11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

⁴ 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.



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

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

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

NOTE:

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

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



13. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



PART B - SPECIFICATIONS AND PRICING SCHEDULE


14. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE TENDERER

CLIENT'S AGENT'S (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

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

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


15. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE CONSTRUCTION MANAGER

EMPLOYER (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

Attach additional pages if more space is required.

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

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


16. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE SUB-CONTRACTOR

EMPLOYER (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

Attach additional pages if more space is required.

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

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



17. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate:

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

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

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

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



18. FORM OF OFFER AND ACCEPTANCE

NOTE:

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

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

1. OFFER:

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 108/25**.
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

In figures:	
In words:	

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

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



2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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



19. FORM OF GUARANTEE

TENDER NO. **B/SM: 108/25**

WHEREAS the **Stellenbosch Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

.....
 (hereinafter called "the Contactor") on the day of20.....,
 for the **CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF;**

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

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

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

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



7. We hereby choose our address for the serving of all notices for all purposes arising here from as:

.....

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

Signature

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2

Guarantor's seal or stamp



20. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

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

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

Signed aton the.....day of.....20.....

.....
 Witness

.....
 Mandatory

Signed aton the.....day of.....20.....

.....
 Witness

.....
 for and on behalf of
 Stellenbosch Municipality



OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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



21. PRICING SCHEDULE

NOTE:

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

I / We _____

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

of the firm _____

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

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

Please note the following:

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



22. PRICING INSTRUCTIONS

1. The method of measurement published by the South African National Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimeter	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	tonne (1000 kg)
m ²	=	square metre	No.	=	number
sum	=	lump sum	ha	=	hectare
m ³	=	cubic metre	m ³ .km	=	cubic metre-kilometre
P C sum	=	Prime Cost sum	l	=	litre
Prov sum	=	Provisional sum	kl	=	kilolitre
%	=	percent	MPa	=	megapascal



Bills of Quantities

CONTENTS

SECTION A :	PRELIMINARY & GENERAL
SECTION B :	PROVISIONAL AND PRIME COST SUMS
SECTION C :	ROAD WORKS
SECTION D :	STORMWATER
SECTION E :	STRUCTURAL WORK
SECTION F :	MISCELLANEOUS WORKS
SUMMARY	
DECLARATION	

TENDER NO. B/SM 108/25**CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF****SECTION A: PRELIMINARY AND GENERAL**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
	1200 A & 1200 AB	<u>SECTION A: PRELIMINARY AND GENERAL</u>					
A1	8.2.1	FIXED-CHARGE ITEMS					
A1.1	8.3.1	Contract requirements	Sum	1.00			
	8.3.2	Establishment of Facilities on the Site:					
A1.2	8.3.2.1	Facilities for Engineer					
A1.2.1	8.3.2.1	Name-board	No	1.00			
A1.2.2	8.2.4	Survey Equipment and Assistants	Sum	1.00			
A1.3	8.3.2.2	Facilities for Contractor:					
A1.3.1		Offices, storage sheds and workshops	Sum	1.00			
A1.3.2		Laboratory facilities.	Sum	1.00			
A1.3.3		Living Accommodation	Sum	1.00			
A1.3.4		Ablution and latrine facilities	Sum	1.00			
A1.3.5		Tools and Equipment	Sum	1.00			
A1.3.6		Water and Electrical power supply.	Sum	1.00			
A1.3.7		Plant	Sum	1.00			
A1.3.8		Dealing with water (Subclause 5.5 and SANS 1200D Subclause 5.1.3)	Sum	1.00			
A1.3.9		Access to the Works	Sum	1.00			
A1.4		Setting out of the Works	Sum	1.00			
A1.5	8.3.3	Other Fixed-charge Obligations: Tenderer to specify item(s) (if any):					
A1.5.1		.....	Sum	1.00			
A1.5.2		.....	Sum	1.00			
A1.6	8.3.4	Removal of Site Establishment	Sum	1.00			
A1.7	Annex 4	Complying with the OH&S Specification	Sum	1.00			
A1.8	Annex 5	Complying with the Environmental Specification	Sum	1.00			
A1.9		Way-leaves (Rate to include all costs for obtaining and implementing way-leaves, permits and permissions for the duration of the works)	Sum	1.00			
TOTAL CARRIED FORWARD							

TENDER NO. B/SM 108/25**CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF****SECTION A: PRELIMINARY AND GENERAL**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
A1.10		Building Control (Rate to include for arranging of all inspections and providing all certificates of compliance as required by the local Authority)	Sum	1.00			
A2	8.2.2	TIME-RELATED ITEMS					
A2.1	8.4.1	Contractual Requirements	Sum	1.00			
	8.4.2	Operation and Maintenance of Facilities on Site: for "duration of construction" except where otherwise stated:					
A2.2	8.4.2.1	Facilities for Engineer (SANS 1200AB):					
A2.2.1		Name-boards	No	1.00			
A2.2.2	8.2.4	Survey Equipment and Assistants	Sum	1.00			
A2.3	8.4.2.2	Facilities for Contractor:					
A2.3.1		Offices, storage sheds and workshop	Sum	1.00			
A2.3.2		Laboratory facilities.	Sum	1.00			
A2.3.3		Living Accommodation	Sum	1.00			
A2.3.4		Ablution and latrine facilities	Sum	1.00			
A2.3.5		Tools and equipment	Sum	1.00			
A2.3.6		Water and Electrical power supply.	Sum	1.00			
A2.3.7		Plant For:					
A2.3.8		Dealing with water (Subclause 5.5 and SANS 1200D Subclause 5.1.3)	Sum	1.00			
A2.3.9		Access to the Works as per Subclause 5.8	Sum	1.00			
A2.4		Setting out of the Works	Sum	1.00			
A2.5	8.4.3	Supervision for "duration of construction"	Sum	1.00			
A2.6	8.4.4	Company and Head Office Overhead Costs for duration of the Contract	Sum	1.00			
A2.7		Liaison with Authorities and the Community, opportunities to, and co-operation with others on Site	Sum	1.00			
TOTAL CARRIED FORWARD							

TENDER NO. B/SM 108/25**CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF****SECTION A: PRELIMINARY AND GENERAL**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
A2.8	8.4.5	Other Time-related Obligations:Tenderer to specify item(s) (if any) and duration:					
A2.8.1		.....	Sum	1.00			
A2.8.2		.....	Sum	1.00			
A2.9	Annex 4	Complying with the OH&S Specification	Sum	1.00			
A2.10	Annex 5	Complying with the Environmental Specification	Sum	1.00			
A2.11		Way-leaves (Rate to include all costs for obtaining and implementing way-leaves, permits and permissions for the duration of the works)	Sum	1.00			
A2.12		Building Control (Rate to include for arranging of all inspections and providing all certificates of compliance as required by the local Authority)	Sum	1.00			
A3		TEMPORARY WORKS					
A3.1		Dealing with and accomodation of traffic.	Sum	1.00			
A3.2		Dealing with wind-blown sand and dust	Sum	1.00			
A3.3		As-built data (Modelled DTM and CAD drawings and all other relevant data as required by the Client)	Sum	1.00			
A3.4		De-establishment, protection of the works and re-establishment due to the year end break. Rate to include for all fixed-charge and time-related costs in this regard. (PROVISIONAL ITEM)	Sum	1.00			
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION B : PROVISIONAL AND PRIME COST SUMS

[illegible]

TENDER NO. B/SM 108/25**CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF****SECTION C : ROAD WORKS**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		<u>SECTION C : ROAD WORKS</u>					
C1	1200D	EARTHWORKS					
	8.3.1.1	Clear and strip site	m ³	910.00			
C1.1	8.3.2(a)	CUT TO FILL to shape area to below layerworks and compact to 90% MOD AASHTO density (100% for sand):					
C1.1.1		(a) Soft excavation	m ³	3,010.00			
C1.2		CUT TO SPOIL OR STOCKPILE					
C1.2.1		(a) Soft excavation	m ³	1,090.00			
C1.2.2		EXTRA-OVER Items C1.1 & C1.2 for:					
C1.2.2.1		1) Intermediate excavation	m ³	280.00			
C1.2.3		EXTRA-OVER Items C1.2 for:					
C1.2.3.1		Transport and disposal of spoil material at the Stellenbosch Landfill (Including all tariffs and charges)	m ³	1,090.00			
C1.3	8.3.4	IMPORTED FILL					
C1.3.1		Import G7 material from commercial sources for filling behind RC retaining wall. Place and compact in layers not exceeding 300mm to 100% Mod. AASHTO density.	m ³	120.00			
C1.3.2		EXTRA-OVER Item C1.4.1 for:					
C1.3.2.1		Cement stabilizing fill material (3% by volume), including all plant, labour and material.	m ³	120.00			
C1.4		Slope / Trimming ground to tie in with new apron / kerb levels at 1:3 grade	m ²	880.00			
C1.5	8.3.8	EXISTING SERVICES (Provisional Items)					
C1.5.1		LOCATION					
C1.5.1.1		a) Supply (unless hired under item (b) below) of specialist equipment for detection	Sum	1.00			
C1.5.1.2		b) The use of specialist equipment for detection	h	8.00			
C1.5.1.3		c) Excavate by hand in soft material to expose:					
TOTAL CARRIED FORWARD							

TENDER NO. B/SM 108/25**CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF****SECTION C : ROAD WORKS**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
C1.5.1.3.1		Existing water pipes	m³	50.00			
C1.5.1.3.2		Existing electrical cables	m³	50.00			
C1.5.1.3.3		Existing ducts	m³	30.00			
C1.5.2		DEALING WITH EXISTING SERVICES					
C1.5.2.1		c) Temporary protection of:					
C1.5.2.1.1		Existing water pipes	Sum	3.00			
C1.5.2.1.2		Existing electrical cables	Sum	1.00			
C1.5.2.1.3		Existing ducts	Sum	1.00			
C2	1200DM	TREATMENT OF ROAD-BED:					
C2.1	8.3.3(a)	Roadbed preparation and compaction of material to 90% MOD AASHTO density. (100% for sand)					
C2.1.1		150mm	m³	890.00			
C3	8.3.5	SELECTED LAYER					
C3.1		Construct Selected layer (G7) with material from commercial sources and compacted to 93% MOD AASHTO:					
C3.1.1		150mm thickness	m³	710.00			
C4	8.3.13	SURFACE FINISHES					
C4.1		a) Supply and place from commercial sources to 150mm topsoil (Topsoil shall be imported topsoil of approved origin and quality. Acceptable topsoil shall have an ideal ratio being 15% to 25% clay, 10% sand. The minimum organic material shall be 2%. The soil shall be free of harmful salts, the seeds of weeds and waste of whatever nature. The pH shall be between 5.5 and 6.5. The Contractor must submit a soil analysis report for approval prior to commencement of work. This requirement is applicable to every new topsoil source that may be required.	m³	200.00			
C4.2		b) Grassing via Hydroseeding with local veld grass (Seed mix to be approved prior to application)	m²	1,240.00			
TOTAL CARRIED FORWARD							

TENDER NO. B/SM 108/25**CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF****SECTION C : ROAD WORKS**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
C4.3		Supply and install according to manufacturers specification of a Jute fibre erosion protection blanket, complete including all material, plant and labour. The material shall have a min. 50% open mesh structure and shall decopose within 1 year after placing.	m²	1,240.00			
C5	1200 ME	SUBBASE					
C5.1		Construct Subbase (G5) with material from commercial sources					
	8.3.3	Natural gravel compacted to 95% MOD AASHTO:					
C5.1.1		200mm thickness	m³	620.00			
C5.1.2		125mm thickness	m³	20.00			
C6	8.3.3	GRAVEL WEARING COURSE					
C6.1		Construct Wearing Course with material from commercial sources					
		Natural gravel compacted to 95% MOD AASHTO:					
C6.1.1		100mm thick	m³	160.00			
C7	SABS 1200 MJ	SEGMENTED PAVING					
C7.1	8.2.2	Construction of 80mm Class 40/2.6 grey interlocking concrete paving complete. (Max. 20mm bedding sand)	m²	2,253.00			
C7.2	8.2.3	Cutting unit to fit edge restraints (staight, raking and circular)	m	700.00			
C7.3	8.2.4	Rolling to locked-up condition	m²	2,253.00			
C8	1200 MK	KERBING AND CHANNELLING					
		Construction of kerbing, channelling and edgings complete, on CONCRETE BEDDING:					
C8.1	8.2.1	2 X PRECAST C1 CHANNEL + 1 x PRECIST C2 CHANNEL (see D-/902 sECTION A-A)					
C8.1.1		i) On straight and radii more than 20m	m	140.00			
TOTAL CARRIED FORWARD							

TENDER NO. B/SM 108/25**CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF****SECTION C : ROAD WORKS**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
C8.1.2		ii) On curves with radii over 4m up to 20m	m	155.00			
C8.2	8.2.1	CAST IN-SITU CHANNEL (see D-/902 Section B-B)					
C8.2.1		i) On straight and radii more than 20m	m	80.00			
C8.2.2		ii) On curves with radii over 4m up to 20m	m	40.00			
C8.3	8.2.1	CAST IN-SITU BEAM (see D-/902 Detail 2)					
C8.3.1		i) On straight	m	55.00			
C8.4		TRANSISION UNITS					
C8.4.1	8.2.6.1	1m in-situ transision sections					
C8.4.1.1		Section TS1	Sum	1.00			
C8.4.1.2		Section TS2	Sum	1.00			
C9	1200 MM	ANCILLARY ROADWORKS					
	8.3.1	PERMANENT TRAFFIC SIGNS:					
C9.1		ROAD SIGNS:					
	8.3.1(b)	SIGN FACES with painted background and painted symbols, etc. constructed from 2,0mm aluminium:					
		Ordinance Signs:					
		(a) Octagonal Signs:					
C9.1.1		(i) Size 610mm	No	2.00			
		(d) Hazard marker signs:					
C9.1.2		(i) W402 OR W401 - Type	No	5.00			
C9.2	8.3.3(b)	SIGN SUPPORTS from tubular steel 76mm nom. dia., galvanized and painted	No	6.00			
C9.3	8.3.4	Excavation, backfilling and concreting for sign support	m³	2.00			
C9.4	8.4.1	ROAD MARKINGS:					
	8.4.4	Reflectorized paint applied at nominal rate of 0,42 litre/m², including setting out and premarking:					
TOTAL CARRIED FORWARD							

SECTION C : ROAD WORKS

[illegible]

SECTION D : STORMWATER

[illegible]

TENDER NO. B/SM 108/25**CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF****SECTION E : STRUCTURAL WORK**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		SECTION E : STRUCTURALWORK					
	SANS 1200G	CONCRETE (STRUCTURAL)					
E1	8.2	FORMWORK					
E1.1	8.2.5	Narrow width 400mm wide to slab edge thickening	m	20.00			
E1.2	8.2.2	Smooth vertical to sides of RC walls	m ²	350.00			
E2	8.3	REINFORCEMENT (PROVISIONAL QUANTITIES)					
E2.1	8.3.1	High tensile steel bars:	t	10,000.00			
E2.2	8.3.1	Mild steel bars:	t			Rate Only	
E2.3	8.3.2	High tensile welded mesh reference 311	m ²	50.00			
E3	8.4	CONCRETE					
E3.1	8.4.2	Blinding layer 50 mm thick, 15MPa concrete to RC stripfootings	m ²	85.00			
E3.2	8.4.3	Strength concrete, Grade 40MPa/19mm					
E3.2.1		To reinforced strip footings	m ³	30.00			
E3.2.2		To reinforced concrete walls	m ³	40.00			
E3.2.3		175mm Thick Floor slabs	m ³	10.00			
E3.3	8.4.4	Unformed surface finishes					
E3.3.1		Power floated finish to surfacebed with the addition of Abecron or similar metallic surface hardener, inclusive of a membrane curing compound	m ²	50.00			
E3.3.2		Smooth finish to top of RC walls	m ²	15.00			
E3.3.3		25x25mm chamfers on exposed concrete edges	m	100.00			
E3.4	8.5	JOINTS					
E3.4.1		Isolation joints in concrete floor incl. apron and ramps (Dwg 24058-S-002) with sealant	m	20.00			
E4		MISCELLANEOUS					
E4.1		200x200 Block of 13mm stone wrapped in geotextile/geofabric	m	40.00			
TOTAL CARRIED FORWARD							

SECTION E : STRUCTURAL WORK

[illegible]

TENDER NO. B/SM 108/25**CONSTRUCTION OF THE LA MOTTE SOLID WASTE DROP-OFF****SECTION F : MISCELANEOUS WORKS**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		<u>SECTION F : MISCELANEOUS WORKS</u>					
F1		FENCING					
F1.1		Supply and install 1.8m high fence complete, including all plant, labour and materials. (Fence panels to be proprietary 1800mm high x 3050mm wide, have 3 reinforcing bends, with core wire dia. 2.7mm and 700MPa tensile strength, aperture size 78.15mm x 14mm and include a proprietary saw tooth top rail. Panels to be galvanized and thermoplastic coated (Colour: Anthracite RAL 7021) and have a 10 year guarantee) (Fence posts to be proprietary 2400mm long, galvanized and thermoplastic coated (Colour: Anthracite RAL 7021), H-profile with top caps and shall include for proprietary brackets, bolts, washers and shear nuts (SS) at 6 No. per post) (Footings shall be 25MPa concrete, 500mm x 500mm x 500mm deep with 100mm soil cover)	m	240.00			
F1.2		Supply and install 1.8m high x 9.2m wide (opening width), fully functional sliding gate complete (similar to fencing in apperance and coating) including all materials, plant and labour. Rate to include for concrete beam, rail, stopper, support portals, rollers, locking mechanism and locks. (Design by Contractor)	No	1.00			
F1.3		Removal of exisitng fence and gate to Client's store (Bidder to base rate on site observations) (Provisional Item)	Sum	1.00			
F2		TREES					
F2.1		Remove and grub existing trees (including roots) of girth					
F2.1.1		over 2m up to 3m	No			Rate Only	
F2.1.2		over 3m up to 4m	No			Rate Only	
F2.1.3		over 12m up to 13m	No	4.00			
F2.2		Supply and plant new trees					
TOTAL CARRIED FORWARD							

SECTION F : MISCELANEOUS WORKS

[illegible]

TOTAL CARRIED FORWARD TO SUMMARY



SUMMARY

SECTION NO.	SECTION TITLE	AMOUNT R - c
A	PRELIMINARY & GENERAL	
B	PROVISIONAL AND PRIME COST SUMS	
C	ROAD WORKS	
D	STORMWATER	
E	STRUCTURAL WORK	
F	MISCELLANEOUS WORKS	
TOTAL FOR SECTIONS A TO F: SUB-TOTAL ("X")		
CONTINGENCIES: ADD: 15% of the above Sub-Total ("X") as a Provisional Sum to cover the cost of Contingencies and to be expended only as the Engineer may direct.		
NETT TENDER SUM ("T")		
ADD: 15% of Nett Tender Sum ("T") for VALUE ADDED TAX (VAT).		
GRAND TOTAL: Carried to Form of Offer and Acceptance		



23. DECLARATION BY TENDERER

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

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

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

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

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

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



24. SCOPE OF WORK

26.1 Description of the Works

26.2 Engineering

26.3 Procurement

26.4 Construction

26.5 Management

26.6 Annexes

Status

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

Drawings;

Scope of Work (Parts 26.1, 26.4, 26.5 and 26.6);

SANS Standardised Specifications.



26.1 Description of the Works

CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE WORKS
- 3 GENERAL INTENT
- 4 EXTENT OF THE WORKS
- 5 LOCATION OF THE WORKS

1 EMPLOYER'S OBJECTIVES

The Employers objective is to construct a new solid waste management facility in La Motte (Franschhoek).

2 OVERVIEW OF THE WORKS

The scope of works for this project is the construction of a new Public Drop-off, Garden Waste chipping area and access road.

3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary to construct and complete the Works in accordance with the terms of Contract, in a workman-like and expeditious manner, and shall have full authority over all the Works.

The Client's Agent shall have the right to verify that all work is carried out in accordance with this Contract and to approve or reject materials supplied and work undertaken by the Contractor or approved subcontractors.

4 EXTENT OF THE WORKS

The major items of work to be carried out under this contract include the following, but are not limited to:

- a) General
 - 1) Establishment of camp and plant on site.
 - 2) Discovery, exposing and demarcation of existing services to be protected and/or relocated.
 - 3) Setting out of the works.
 - 4) Earthworks (cut to fill and/or cut to stockpile) to shape the works.
- b) Roadworks and Structures
 - 1) Construct paved (concrete pavers) site service roads (pavers, sub-base and selected layers).
 - 2) Construct gravel area (wearing course and selected layers).
 - 3) Construct RC retaining wall.
 - 4) Construct minor storm water works.
- c) Miscellaneous Works
 - 1) Construction of perimeter security fence and gate.
 - 2) Placement of erosion protection blanket and Hydroseeding.

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



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

5 LOCATION OF THE WORKS

The site is located east of Robertsvlei Road, opposite the La Motte Fire Station

For a locality map, please refer to the locality sketch in **Addendum A** of Part 31.4.



26.2 ENGINEERING

DRAWINGS ISSUED WITH THIS DOCUMENT

The following drawings are applicable to the contract and are issued as **Annex 6** and will form part of the Contract Documents:

DRAWING NUMBER	DESCRIPTION
A311/901	GENERAL LAYOUT
A311/902	ACCESS ROAD LONG SECTION & DETAILS
25048-S-001	GENERAL CONSTRUCTION NOTES
25048-S-002	WASTE DROP-OFF RETAINING WALL & FOOTING



26.3 PROCUREMENT

CONTENTS

1 PREFERENTIAL PROCUREMENT PROCEDURES

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preferencing Schedule.

2 SCOPE OF MANDATORY SUBCONTRACT WORK

Not used.

3 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

The maximum possible number of workers is to be employed from the labour lists provided by the Employer of the currently unemployed persons in the local community. To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only. Local community labour is defined as people who reside in the local community and who have been identified and names placed on the labour list by the Employer.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and other skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

A detailed monthly report on **all** local expenditure and employment of local labour (Utilizing the trailing format) must be submitted for information of the Employer (including copies of contracts, ID's and payslips).

Fist Name	Initials	Last Name	I.D. Number	DOB	Gender	Has Disability	Education Level	Start Date	Number of Labour Days for the Month	Daily Wage Rate for the month	Total Wages Paid for the Month	Total Number of Training Days for the Month

Education levels

- (1) Unknown
- (2) No Schooling
- (3) Grade 1-3 (Sub A – Std 1)
- (4) Grade 4 (Std 2) ABET 1
- (5) Grade 5-6 (Std 3-4) ABET 2
- (6) Grade 7-8 (Std 5-6) ABET 3
- (7) Grade 9 (Std 7) ABET 4
- (8) Grade 10-11 (Std 8-9)
- (9) Grade 12 (Std 10)
- (10) Post Matric



26.4 CONSTRUCTION

CONTENTS

- 1 APPLICABLE STANDARDISED SPECIFICATIONS
- 2 PARTICULAR SPECIFICATIONS
- 3 PLANT AND MATERIALS PROVIDED BY THE EMPLOYER
- 4 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER
- 5 SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR
- 6 CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES
- 7 PROVISIONAL AND PRIME COST ITEMS
- 8 SCOPE OF SUBCONTRACTORS
- 9 OTHER CONTRACTORS ON SITE
- 10 CONSTRUCTION PROGRAMME
- 11 FEATURES OF CONTRACT REQUIRING SPECIAL ATTENTION

1. APPLICABLE STANDARDISED SPECIFICATIONS

For the purposes of this Contract the following Standardised Specifications for Civil Engineering Construction shall apply:

SANS 1200: STANDARDIZED SPECIFICATION FOR CIVIL ENGINEERING CONSTRUCTION

It shall be the responsibility of the Contractor to obtain, at his own expense, copies of the relevant editions of the documents referred to above. No subsequent amendments or revisions to these documents shall apply to this contract.

The Contractor shall keep copies of the above Standard Specifications, copies which are available from the South African National Standards. In addition to this, all elements of the Contract Documents shall be available for inspection on Site at all times.

2. PARTICULAR SPECIFICATIONS

None.

3. PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

No plant or material will be provided by the Employer.

4. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

4.1 Source of Water Supply

The Contractor shall make his own arrangements for water supply for construction purposes as well as for potable water for human consumption and shall pay for all costs and charges thereof.



4.2 Source of Electrical Supply

The Contractor shall make his own arrangements for electrical power and shall pay for all costs and charges thereof.

4.3 Location of Camp and Depot

The Contractor may locate his site offices, storage depot and construction facilities to suit his requirements within the boundaries of the site. The Contractor shall provide his own security with respect to the Works, including the camp and storage facilities. The final location of the Contractor's camp will be subject to the Engineer's approval prior to placement.

5. SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR

5.1 Office and Storage Facilities

All offices, storage facilities, etc. required by the Contractor are to be supplied by the Contractor. No storage facilities, shelters or eating facilities are available on Site and the Contractor shall make his own arrangements and pay all costs associated with such facilities if required.

The security and safety of the Contractor's equipment, the storage, safekeeping and preventing of deterioration of all the material, goods, plant and equipment delivered to Site shall be the responsibility of the Contractor until the certificate of Completion has been issued, notwithstanding that the Council may have previously paid for such items.

5.2 Housing and Transport

The Contractor will make his own arrangements for accommodating personnel and night watchmen. The Contractor's employees, except for an approved number of night watchmen, shall not be housed on site and the Contractor shall make his own arrangements and pay all cost associated with housing his employees and transporting them to site.

5.3 Sanitary Facilities

The contractor shall make his own arrangements for sanitary facilities and shall pay for all costs and charges thereof.

5.4 Disposal of Construction and Demolition Waste

All construction and demolition waste to be disposed at a licenced disposal facility at the Contractor's cost and proof of disposal shall be submitted to the Engineer.

5.5 Laboratory Facilities

No on-site laboratory facilities are available. The Contractor is to make his own arrangements for the testing of materials, compaction and concrete strength, where applicable.

5.6 Medical Attendance

The Contractor shall at all times maintain adequate medical attendance on Site. A person holding a current First Aid certificate shall be immediately available on site at all times when work is in progress. Arrangements, with the nearest suitable hospital, shall also be made by the Contractor for the acceptance of urgent cases of injury.



6. CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES

The Works will be carried out on the existing property of the **Stellenbosch Municipality**. The information supplied on the drawings is only to give the Contractor an idea of the position of the services that may be found on site and in no way relieves the Contractor from satisfying himself in respect of all the exact locations of the existing services.

The Contractor shall be responsible for finding out what sort of protection will be required during the construction and for protecting the services and the property accordingly. Should the Contractor damage any service or property in any way, it shall be repaired by the Contractor or the relevant authority as directed by the Engineer. All claims arising out of the Contractor's activities in connection with services or property shall be for the Contractor's account.

7. PROVISIONAL AND PRIME COST ITEMS

7.1 Provisional Sum and Prime Cost Items

No materials may be ordered and/or no work may be undertaken in respect of items which are scheduled in the Bill of Quantities as "Provisional Sum" items and/or "Prime Cost" items without the written approval of the Engineer.

The contractual procedures in respect of the said items are set out in Clause 6.6 of the General Conditions of Contract.

8. SCOPE OF SUBCONTRACTS

8.1 General

The Contractor must attain the written permission of the Client's Agent before he makes use of the services of a Subcontractor.

9. OTHER CONTRACTORS ON SITE

It shall be required from the Contractor to afford other Contractor(s), workmen and construction plant reasonable opportunities and facilities as may be required to enable such workmen and plant to obtain access to and from their Works. The Contractor must co-operate with such other authorised Contractor(s) and workmen engaged on the Site of Works. Any difference or dispute arising between the parties must be settled amongst themselves without involving the Employer or the Engineer in any way.

10. CONSTRUCTION PROGRAMME

10.1 Submission

The Contractor shall submit his Programme, strictly in accordance with Clauses 5.6 of the General and Special Conditions of Contract within the time stated in the Contract Data to the Client's Agent for his approval.



10.2 Employer's Requirements

10.2.1 Commencement and Time for Completion

The Employer requires the Works to be completed within the maximum time stated in the Contract Data, calculated from the Commencement Date in terms of Clause 5.3 of the General Conditions of Contract.

10.2.2 Handing Over of the Site of Works

Possession of the whole of the Site of Works will be given to the Contractor at the commencement of the construction of the Works.

10.2.3 Resources Scheduling

The Programme shall include resource scheduling and balancing.

11. FEATURES OF THE CONTRACT REQUIRING SPECIAL ATTENTION

11.1 Authorities

11.1.1 Liaison

The Contractor shall comply with all the requirements of the tender, insofar as the execution of the contract may affect or may be affected by the requirements and/or regulations of the said Authorities.

11.2 Existing Services and Structures on Site

11.2.1 Information

Existing services that may be affected by the Works are indicated on the relevant drawings.

The Contractor's attention is drawn to the fact that the information regarding existing services is given in good faith without guarantee. It is required from the Contractor to arrange for Wayleaves from the relevant Authorities prior to any construction work.

11.2.2 Location and protection

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request the latest available drawings showing the location of services already installed.

The Contractor shall take all necessary steps to protect any existing services and works against damage whatsoever which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time.

When the Contractor is liable for the cost of repairs carried out by the Employer or any other Authority, the costs will be recovered by means of a deduction from the Contractor's interim Payment Certificates.

No excavation is to be done within 3 m from underground cables before consulting the Client's Agent and the relevant Authority, i.e. the owner of the service.



11.2.3 Accommodation of Traffic and Access to Properties and Borrow

The Contractor shall ensure that all roads adjacent to or crossing the Site and which are affected by the Works and/or Temporary Works and by the Contractor's activities, are kept in a safe condition for pedestrians and vehicular traffic. **The Contractor shall further ensure that access to the existing Municipal depot to the south of the site of works is accessible via the existing access gate at all times.**

Accommodation of vehicular and pedestrian traffic shall be performed in accordance with Sections D and DB of SANS 1200.

The Contractor shall organise his work so as to reduce the inconvenience to traffic to a minimum, and no public road shall be completely closed without prior approval by the Client's Agent.

The Contractor shall provide and maintain in proper conditions all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow the routes of diversion throughout their length. The Contractor shall provide flagmen at all deviations and/or obstructions.

All signs shall be in two languages as may be advised by the Employer, and all traffic signs and control of traffic shall be in accordance with the South African Road Traffic Signs Manual. The Contractor shall provide temporary by-passes where necessary to provide access for vehicular and pedestrian traffic.

It is a condition of this Contract that gravel on detours, bypasses and existing gravelled roads shall only become the subject of payment in terms of the Specifications when such gravel wearing courses are constructed to accommodate public traffic in accordance with a written order by the Client's Agent.

11.2.4 Temporary stockpiling and spoil

The Contractor shall obtain the Engineer's written approval prior to the disposal of any surplus or unsuitable material or prior to the temporary stockpiling of any selected material from excavation.

Material from excavation shall only be spoiled or temporarily stockpiled on sites approved or designated by the Engineer in writing.

11.2.5 Environmental Conservation

The Contractor must cautiously see to the conservation of the natural landscape and he must arrange his construction activities in such a way as to prevent the unnecessary destruction or violation of the natural environment in the vicinity of the works in the most practical way possible.

Except where it is necessary to clean and unroot the existing terrain for the construction of the permanent works as specified, all vegetation must be conserved and protected against damaging by the Contractor's construction equipment, workers and activities.

The construction of the works must be conducted in such a way that public discomfort because of dust can be overcome by the administration of sufficient water or other measures to prevent the formation of dust where and as regularly as needed. The Contractor will be accountable for any damage caused by dust from his construction activities.

Any costs to comply with the requirements herein specified for Environmental Conservation must be included in the related unit rates for the execution of the works as included in the Bill of Quantities.



11.2.6 Finishing and Tidying

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period.

11.2.7 Recording of ground, foundation and rock profiles

Before commencing any work, the Contractor shall perform a topographical survey of the original profile of the entire area to be worked upon and submit this survey to the Engineer at least 5 working days prior to the commencement of the work. For this purpose, the Contractor shall inform the Engineer in writing at least 7 days before commencing work in a specific area, of his intention to perform work in such specific area which will result in a change in the topography or ground profile of the Site.

The Contractor shall record all rock and intermediate excavation profiles and foundation profiles as the work proceeds (co-ordinates and levels). These profiles shall be agreed upon by the Contractor and the Engineer and will be used for quantity calculations.

The cost of the work specified for recording of ground, foundation and rock profiles will be held to be included in the rates for the related excavation and earthworks items in the Bill of Quantities.

11.2.8 Continued operation of neighbouring properties

The Contractor's attention is drawn to the condition that the existing Municipal depot will be operational throughout the duration of the contract and the Contractor must ensure continuous access to this properties.

11.2.9 Dealing with windblown sands

During the execution of the bulk earthworks and during the execution of earthworks in general the Contractor can expect to encounter difficult working conditions due to windblown sands.

The Contractor shall be responsible for the removal of all windblown sands which are detrimental to the proper construction and operation of the Works, and for the making good of any damage to the functioning of the Works caused by such windblown sands.

Open structures shall be cleared and damage to the Works caused by such sands shall be made good at the Contractor's own cost, unless the windblown sand arises from areas or conditions outside the control of the Contractor.

The windblown sands may also create a nuisance to the public, and cause damage to neighbouring properties and services and the environment in general.

The Contractor shall use his best endeavours to limit such nuisance and damage caused by windblown sands to a minimum.

A Temporary Works related items to cover the cost of the Contractor's general obligations to deal with windblown sands are scheduled in the P & G Section of the Bill of Quantities.



11.2.10 Site Maintenance

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

11.2.11 Opportunities to and co-operation with others on site

It shall be required from the Contractor in terms the General Conditions of Contract to allow and provide other contractor(s), workmen and construction plant the necessary facilities as may be required to enable such workmen and plant to obtain access to and from their works. The Contractor must co-operate with such other authorised Contractor(s) and workmen present on the site of Works.

Also refer to Clauses 8, 9 and 10 above with regards to nominated Sub-Contractors and programming.

11.3 Testing and quality control

(I) CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY

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

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

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

(II) ADDITIONAL TESTING REQUIRED BY THE ENGINEER

In addition to the provisions of subclause 11.3(I): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause 11.3(I), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.



(III) COSTS OF TESTING

(a) Tests in terms of subclause 11.3(I)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause 11.3(I), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause 11.3(I).

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

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause 11.3(II): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

11.4 Subcontractors

All matters pertaining to subcontractors (including Selected Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the neither the Engineer nor the Client will become involved.

11.5 Notices, signs, barricades and advertisements

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

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



11.6 Workmanship and quality control

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

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


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

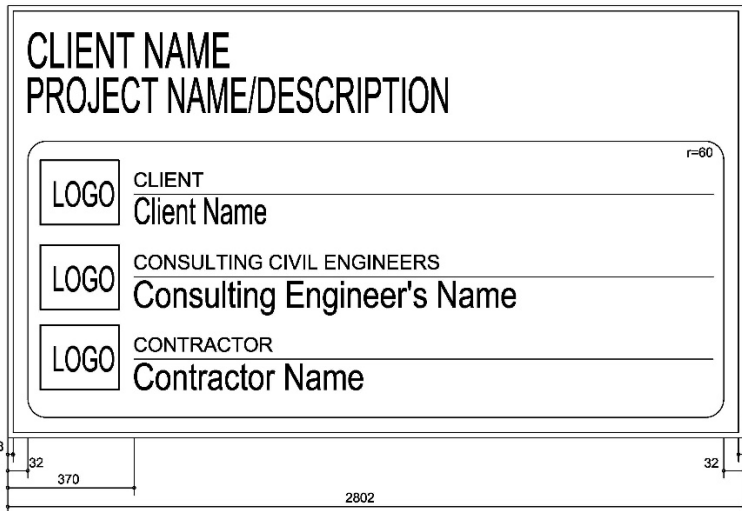
On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY



CLIENT:	STELLENBOSCH MUNICIPALITY	DESIGNED:	J Genis	
PROJECT:	CONSTRUCTION OF A NEW PUBLIC DROP-OFF, GARDEN WASTE CHIPPING AREA AND ACCESS ROAD	DRAWN:	J Genis	
	ADDENDUM A	CHECKED:	W Visser	
		DATE:	4 Mar 2025	
		SCALE:	n.t.s	




CLIENT NAME: STELLENBOSCH MUNICIPALITY
PROJECT NAME/DESCRIPTION: CONSTRUCTION OF A NEW PUBLIC DROP-OFF, GARDEN WASTE
CHIPPING AREA AND ACCESS ROAD

Client Name: Stellenbosch Municipality
Consulting Engineers Name: JPCE (Pty) Ltd

SPECIFICATION:

- 1 THE BOARD SHALL BE CHROMADEK OF 1mm THICK AND SHALL BE BRACED BRACED APPROPRIATELY AND MOUNTED ON AT LEAST TWO FIRMLY PLANTED POLES.
- 2 TYPEFACE TO BE USED SHALL BE HELVETICA MEDIUM.
- 3 SIZES OF LETTERING AND DIMENSIONS ARE INDICATED ON THE DIAGRAM AND SHALL BE STRICTLY ADHERED TO.
- 4 HEIGHT OF THE BOARD DEPENDS ON THE NUMBER OF PROFESSIONAL SERVICES DISPLAYED. NOTE THAT ALL PROFESSIONAL SERVICES ARE TO BE SHOWN.
- 5 PROJECT NAME AND OWNER SHALL BE WHITE LETTERING ON MIDDLE BLUE BACKGROUND. SURROUNDING BORDER AND LINES UNDER PROFESSIONAL TITLES SHALL ALSO BE MIDDLE BLUE. (REF. 290 ACRYLIC ROAD SIGN PAINT SABS.)
- 6 PROFESSIONAL TITLES AND COMPANY NAMES SHALL BE IN BLACK ON WHITE BACKGROUND. (LETRASIGN, SELF-ADHESIVE PVC SIGN LETTERING RECOMMENDED.)
- 7 PROFESSIONAL SEALS SHALL BE IN BLACK AND BE PLACED CENTRAL IN SPACE PROVIDED AS SHOWN ON DIAGRAM.
- 8 THE BOARD SHALL CONFORM TO THE DIAGRAM SUBJECT TO RULE 3.
△ WHEN PROJECT NAME AND CLIENT EXCEEDS 2 LINES: DIMENSION = 472mm
△ WHEN NAME OF CONSULTANT OR COMPANY EXCEEDS ONE LINE: DIMENSION = 366mm
△ BOTTOM OF BOARD WHEN NAME EXCEEDS ONE LINE: DIMENSION = 308mm

CLIENT	STELLENBOSCH MUNICIPALITY	DESIGNED	XXX	 <p>JPCE Specialist Consulting Engineers 60 Bracken Street, Brackenfell, 7560 P O Box 931, Brackenfell, 7561 Tel: +27 (0) 21 982 6570 Fax: +27 (0) 21 981 0898 e-mail: info@jpce.co.za</p>
PROJECT	CONSTRUCTION OF A NEW PUBLIC DROP-OFF, GARDEN WASTE CHIPPING AREA AND ACCESS ROAD	DRAWN	XXX	
		CHECKED	XXX	
		DATE	MAR 2025	
DWG. TITLE	PROJECT NAMEBOARD	SCALE	NTS	

ADDENDUM B



26.5 MANAGEMENT

CONTENTS

- a. PROGRAMMING AND PLANNING
- b. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT
- c. MANAGEMENT MEETINGS
- d. DAILY RECORDS
- e. PAYMENT CERTIFICATES
- f. PROOF OF COMPLIANCE WITH THE LAW

1. PROGRAMMING AND PLANNING

A Gantt chart type construction programme shall be submitted to the Client's Agent, which includes for allowances for wet weather, holidays, manufacture, testing, curing and delivery of materials and adequate float time for unforeseen delays, for Client's Agent's approval, within the number of days from the Commencement Date as specified in Clause 5.3.2 of the Contract Data.

The programme shall include information on the required production rates for the satisfactory completion, time and resources allocation, as well as giving lead times for ordering of all major items, and shall be updated monthly during the Contract Period.

For the period to be allowed for expected rain days in the construction programme, the Tenderer's attention is drawn to Clause 5.12.2.2 of the Contract Data.

The programme must indicate the order of procedure of all work in a bar chart covering all disciplines and activities of the Contract and the duration of each activity on a weekly time-scale. The whole of the Works shall be grouped into major activities with each activity clearly representing a group of items reflected in the Bill of Quantities. The programme shall clearly indicate the critical path, the inter-dependency of activities, the sequence which the Contractor proposes to construct the Works, production estimates and the value of works, shown on a monthly basis.

The Contractor is to note that an allowance of 10% contingencies, to be expended as the Engineer may direct, is included in this Contract and the Contractor must allow for this in his programme. Relocation of resources to achieve the completion date should be anticipated during the course of the Contract and shall be allowed for.

During the course of the Contract, whenever a significant change occurs, the Contractor shall submit a revised programme allowing allocation of resources, to the Engineer for approval. The Contractor shall update the programme whenever construction progress differs by more than one week from that anticipated in the programme.

No adjustment of General Items will be considered for additional work within the 10% contingency amount, except where such additional work cannot be accommodated in a revised programme and resources allocation, or where significant disruption of the Works is incurred.

2. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993, and specifically the Construction Regulations 2014 issued in terms of Section 43 of the Act (GNR 1010 of 18 July 2003).



The Contractor is referred to the Conditions of Tender and in particular to the Health and Safety Specification (**Annex 4**) in this regard.

3. MANAGEMENT MEETINGS

Site management meetings shall be held monthly.

4. DAILY RECORDS

The Contractor shall maintain a detailed electronic site diary (including: description of work done, quantities and issues experienced), which will be submitted to the Client's Agent on a weekly basis, along with the updated, approved, schedule.

5. PAYMENT CERTIFICATES

The Contractor shall substantiate claims for payment with the relevant measurements, test results and invoices in order to expedite verification and certification by the Engineer. Payment claims shall reach the Client's Agent by the 22nd of each month.

6. PROOF OF COMPLIANCE WITH THE LAW

The Contractor shall provide proof of compliance with any relevant legislation for verification by the Engineer, as necessary.



HEALTH AND SAFETY SPECIFICATION

FOR THE

**CONSTRUCTION OF THE LA MOTTE SOLID
WASTE DROP-OFF**

ANNEX 4

ISSUED BY:

**DIRECTORATE FINANCE
SUPPLY CHAIN MANAGEMENT UNIT
STELLENBOSCH MUNICIPALITY
P O BOX 17
STELLENBOSCH
7599**

PREPARED BY:

**JPCE (Pty) Ltd
P O BOX 931
BRACKENFELL
7560**

Reference No:	B/SM 108/25	
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safe working practice
OCCUPATIONAL HEALTH AND SAFETY GROUP

Project Health and Safety Specification

In terms of Construction Regulations 2014

Project Client

STELLENBOSCH MUNICIPALITY

Description of Project Works

**LA MOTTE (FRANSCHHOEK) – DROP-OFF,
GARDEN WASTE CHIPPING AREA AND ACCESS
ROAD**

Project Location

**ERF 318
LA MOTTE
OFF ROBERTSVLEI ROAD
FRANSCHHOEK**

Preparation Date

MARCH 2025

Project Health and Safety Specification developed by:

Mark Winter PrCHSA, (SACPCMP)
Safe Working Practice (Cape Town) Pty Ltd
Cell: 071 603 2213
Tel: 021 701 0470
Email: markw@safeppractice.co.za



PROJECT HEALTH AND SAFETY SPECIFICATION

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1.0 SPECIFIC PROJECT INFORMATION

1. 1 INTRODUCTION AND DEFINITIONS

THE REQUIREMENTS OF THE CONSTRUCTION REGULATIONS 2014 (AND GUIDANCE NOTES OF 2017) HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE REGULATIONS PLACE LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THE REGULATIONS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND OTHER ASSOCIATED HEALTH AND SAFETY REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

PLEASE NOTE THAT THE TERMS "CONTRACTOR" AND "PRINCIPAL CONTRACTOR" HAVE THE SAME MEANING AS THAT IN THE CONSTRUCTION REGULATIONS AND ARE USED INTERCHANGEABLY IN THIS DOCUMENT, I.E., REFERENCES TO "CONTRACTOR" REFER TO PRINCIPAL CONTRACTOR AND/OR CONTRACTOR AS THE REGULATIONS PERTAIN TO THEIR FUNCTIONS.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to work on site. Compliance to the requirements of the Occupational Health and Safety Act 1993 is an additional requirement of this Health and Safety Specification and is part of the Contractor's responsibility. The Client, and/or their agents, will monitor that all Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO SAFETY AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a Client;

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site;

"construction site" means a workplace where construction work is being performed;



"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with -

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

"construction work permit" means a document issued in terms of regulation 3;

"Contractor" means an Employer who performs construction work;

Note:

a) Includes organisations and or self-employed person that contracts with a client, Principal Contractor, or a Contractor to carry out construction work.

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design" in relation to any structure, includes drawings, calculations, design details and specifications;

"designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the Employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a Contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter, or landscape architect;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data, and methods to design in order to optimise human well-being and overall system performance;

"excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails, and similar objects for the purpose of providing fixing;

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment;

"falsework" means a combined system of formwork and support work;

"formwork" means temporary or permanent shutters used to form wet concrete into elements of a structure, and includes both horizontally and vertically placed shutters;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;



"fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification;

"health and safety specification" means a site, activity or project specific document prepared by the Client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"Principal Contractor" means an Employer appointed by the Client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

- any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning, or dismantling and where any construction work involves a risk of a person falling;



"support work" means the temporary structure erected to support the formwork before the casting of a concrete element of a structure.

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings, and reports):

- Tender documents
- Drawings

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents, and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has arranged for the preparation of this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as Employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

Failure to comply with the requirements of this Safety Specification will result in severe sanction and the severity of the sanction will depend on the severity of the noncompliance.



The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will arrange for Health and Safety audits to be conducted on site on their behalf to monitor health and safety compliance by Contractors.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Safety Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards, and expectations that the Contractor must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, Contractors and other persons affected by the construction activities. Please note that a detailed OHS bill of quantities must be provided by the Contractor on all Construction Work Permit projects. The Bill of Quantities will form part of the Construction Work Permit application presented to Department of Labour for approval.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with other Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all Contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client (or their appointed safety agent) prior to commencement with construction work.



1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to “definitions” section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to “Client” will apply to their appointed “Safety Agent”, where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented, and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential Principal Contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the Principal Contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all Contractors appointed by the Client to enable each of those Contractors to comply with the regulations
- Ensure, before work commences, that every Principal Contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each Principal Contractor in writing for the project, or part thereof
- Discuss and negotiate with the Principal Contractor the contents of the Principal Contractor’s safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the Principal Contractor’s health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the Principal Contractor within 7 days after the audit
- Stop any Contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the Principal Contractor’s health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the Principal Contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the Principal Contractor.
- Where the Client requires additional work to be performed as a result of a design change or error in construction due to the actions of the Client, the Client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one Principal Contractor is appointed, the Client must take reasonable steps to ensure co-operation between all Principal Contractors and Contractors to ensure compliance with the Regulations
- Where the Client has appointed a Safety Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the Contractor fulfils a design function in terms of this project (refer to “definitions” section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.



Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the Contractor, and in the event of any uncertainty consult the Contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

1.5 PROJECT DIRECTORY		
Project Client	Stellenbosch Municipality	Tel: 021 808 8248
Contact Person	Clayton Hendricks	e-mail: clayton.hendricks@ Stellenbosch.gov.za
Project Manager	JPCE (Pty) Ltd	Tel: 021 982 6570
Contact Person	Johan Genis	Cell: TBA e-mail: johan@jpce.co.za
Structural Engineer	Lyners Consulting Engineers	Tel: 021 914 0300
Contact Person	Neil Pitzer	Cell: TBA e-mail: neil.pitzer@lyners.co.za
Construction Safety Agent	Safe Working Practice (Cape Town) Pty Ltd	Tel: 021 701 0470
Contact Person	Mark Winter	Cell: 071 603 2213 e-mail: markw@safeppractice.co.za

OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work WESTERN CAPE – Fezeka Ngalo	Tel: 021 441 8158 e-mail: fezeka.ngalo@labour.gov.za Cell: 083 365 0681
Telecommunications, Water, Gas and Electricity Contractor to apply for and refer to wayleave information from service providers for the nature and location of services. Refer all queries Project Manager.	



1.6 PROJECT DETAILS

Description of Works

- Site clearance
- Removal of large existing oak trees
- Bulk earthworks
- RC retaining wall (approx. 3m high)
- Fill behind retaining wall
- 2 x concrete container bays
- Road layerworks incl. concrete pavers
- Kerbing and channeling
- Tie into existing asphalt road (will require construction signage)
- Gravel surfacing
- Road marking and signage
- Topsoiling with erosion control blanket and Hydroseeding
- Removal of existing fence and gate
- Construction of new fence and gate
- Possible relocation of existing water valves and hydrant
- Construction of concrete stormwater pipe with headwalls

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

Anticipated Construction Duration

24 weeks

Provisional Start Date

1st July 2025 approx

Provisional Completion Date

16th December 2025 approx

Construction Work Permit Required for the Project?

No

1.7 EXISTING ENVIRONMENT

Hazards particular to this project by virtue of location:

- Members of public and road traffic in vicinity of site.
- Existing structures on site, site located in rural setting.
- Services present
- Site is not fenced off or accessed controlled.

Overhead, Above Ground and Underground Services crossing the site:

Overhead: Contractor to assess and take precautions to protect against damage to, or injury from, any existing services. Overhead services on perimeter of site.

Underground: Water (pipes, valves and hydrant), Stormwater (pipes and headwalls). Contractor to assess and take precautions to protect against damage to, or injury from, any existing services.

Ground level: Not thought to be applicable but contractor to assess and take precautions to protect against damage to, or injury from, any existing services.



<p>Service Drawings available: TBA</p> <p>Wayleaves required: TBA</p> <p>Permits required: Not thought to be applicable</p> <p>Isolations required: Yes</p>
<p>Existing structures on site and surrounding land use (with a significant impact on Health & Safety):</p> <ul style="list-style-type: none">• Site is not fenced off or accessed controlled.• Members of public and road traffic in vicinity of site.• Existing structures on site, site located in rural setting.
<p>Existing ground conditions and ground survey report:</p> <ul style="list-style-type: none">• Max excavation depth 1.5 metres approx. Shoring and dewatering not thought to be required.• Please refer queries re soil conditions to the project manager.
<p>Existing Traffic Systems</p> <p>Condition: Existing surfaced roads</p> <p>Restrictions to access: Contractor to establish and take appropriate action to mitigate risk.</p> <p>Speed restrictions: Speed limit on limit will be max 20kph on site.</p>

<p>1.8 AVAILABLE DRAWINGS</p>
<p>Refer to tender documentation.</p>

<p>1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS</p>
<p>Significant health and safety hazards identified by Designer and Safety Agent:</p> <p>Use of delivery or support trucks used for the delivery and removal of material and equipment on open roadways – plant must be effectively separated from members of public and unauthorised personnel. Flag persons / Banksman wearing high visibility clothing to be in place as required. Exclusion zone to be in operation when the support vehicles are in use next to the roadways.</p> <p>Members of the public and road traffic – The health and safety of members of public and road users must be a priority at all times and all necessary steps must be taken to prevent unauthorised entry to site and to protect members of the public from any dangers associated with the construction works being undertaken. Existing roads will remain open during works. The construction works area be barriered off by the contractor, to prevent unauthorised access to the construction site area.</p> <p>Lifting Operations – all operators must provide copies of their up to date competency and medical certificates and driver's license. Loads must be slung by person with appropriate training and competence. Daily plant inspection registers to be completed and records kept in the safety file. Valid load test certificates and record of inspections by competent personnel must be available and maintained throughout the project. Rotating amber lights and reverse alarms to be active when operating all plant on site. Plant must be effectively separated from members of public and</p>



unauthorised personnel. Use trained flag persons as applicable. Exclusion zone under lifting operations to be enforced. Particular attention must be paid to lifting operations in windy conditions.

Noise and Dust control: Measures to be put in place by the appointed Contractor to minimize the dust and noise on site. Contractor must take sufficient steps to reduce the production of noise and dust.

Working at height and use of scaffolding up to 3m – all access equipment to be built and maintained in a safe condition by competent and trained personnel. All scaffold and formwork structures must be built as per the SANS Regulations. This must be assessed by the contractor and method statements for these activities to be submitted for approval prior to work commencement. Workers working at height must have appropriate and sufficient safety equipment. Edge protection in the form of guard rails and toe boards must be in place to prevent materials and people from falling.

Warning Notices: Construction warning signage must be prominently displayed to avoid access to site areas by unauthorised persons.

Hot works – All hot works will require a method statement. A permit to use equipment is required after it has been inspected and found to be in good condition and task specific documents are in place. All hot works will require a fire extinguisher at hand.

Other construction hazards that the Contractor can reasonably expect are as follows:

Cutting Off Disc
Electric Tools and Electrical Installations
Excavations
Flammable Liquids / Gas
Hand tools
Manual Handling of General Items
Plant/Vehicle and Equipment Operation

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these hazards and risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY)

Construction Phase Method Statements

- To be advised before work starts and during the project

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig: Yes, Principal Contractor is to formally manage all excavation works and note any existing services

Permit to Enter Excavations: Yes, Principal Contractor is to formally manage all excavation works

Road Works Permit: TBA

Permit to Work with Electricity: not thought to be relevant.

Confined Space Permit: not thought to be relevant.

Hot Works Permit: Yes, Principal Contractor is to formally manage all hot works.

Permit to Work under Power Lines: TBA.



<p>Blasting: not thought to be relevant</p> <p>Client issued permit for work in restricted areas: not thought to be relevant</p> <p>Temporary Works: Contractor to liaise with project management.</p>
<p><i>CONTRACTOR SAFETY OFFICER PROVISION</i></p> <p>Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and nonconformances reported by the Safety Officer to the Contractor's management team. All nonconformances identified by the Safety Officer and client's safety agent must be investigated and corrective action taken by the Contractor to prevent re-occurrence.</p> <p>Please note that as from 7th August 2018 the safety officer must be professionally registered with the SACPCMP. Proof of registration with the SACPCMP must be provided.</p> <p>If registered as a Candidate proof of mentorship and weekly visits by mentor must be available on site.</p> <p>The requirement for this site is that a part time Safety Officer be appointed by the Contractor for the site, visiting site at least fortnightly and leaving a report on site of the visit.</p>
<p><i>MEDICAL CERTIFICATE OF FITNESS (ANNEXURE 3)</i></p> <p>The Contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.</p> <p>\</p>
<p><i>MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK</i></p> <p>A Principal Contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate competent person must be appointed by the Principal Contractor. Proof of an all-inclusive assessment by the Principal Contractor of the Construction Manager's Competency in construction management and health and safety competency must be available in the Safety File.</p> <p>The Construction Manager, Alternate Construction Managers, Assistant Construction Managers, and designated construction supervisor/s must, as a minimum, have training in Legal Liability, Construction Regulation 2014 and the OHS Act and Regulations.</p>
<p><i>TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION</i></p> <p>No traffic management thought to be required.</p>
<p><i>ENVIRONMENTAL CONDITIONS</i></p> <p>Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain, lightning and wind.</p> <p>The open nature of the site works will not preclude any of the above.</p>
<p><i>ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC.</i></p> <p>Access to site by Construction Vehicles: Off Robertsvlei Road.</p> <p>Access to site by Construction Workers and Visitors: As above.</p> <p>All service providers must sign a 37.2 Mandatory Agreement and must be inducted before they can be allowed on site.</p>



ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD

Site camp location and set up

- **Restrictions / requirements:** }
 - **Storage areas:** }
 - **Security:** }
- Contractor to advise in consultation with Engineer / Professional Team

Ablutions and Welfare Arrangements

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Toilets should be provided with built in facilities for hand washing. Please note further that control measures form an important part of ablutions provision on site ref soap and water/hand sanitiser, signage, etc:

- **Toilets:** }
 - **Washing facilities:** }
 - **Drinking Water:** }
 - **Shelter:** }
 - **Showers:** }
- Contractor to provide as per Regulations
- Contractor to provide as per Regulations

Mobile site facilities requirements:

A mobile toilet will be required for sites that cannot facilitate a permanent location for ablution units and must be available for each gender per location.

The use of a mobile toilet must be prepared and setup correctly with additional anchors and available toiletries prior to each working day and to be first priority when changing location of works along a set working path.

Teams are to ensure that the toilets are cleaned correctly and suitable for easy and hygienic uses and recorded on a daily register.

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing – Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminants at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable. On site excavations must be barriered off with a minimum of orange plastic mesh. More solid barriers may be required at interface with public and road traffic where there may be deep excavations.

General Fencing of Site: The perimeter of the site is currently not fenced off and access controlled, the site works must also be fenced off and access controlled by the contractor to prevent unauthorised personnel from entering into works areas.

- As applicable, site camp / site yard is to be fenced off with 1.8m fence panels and be access controlled.



Warning Notices: Construction warning signage must be prominently displayed to avoid unauthorised access to site and to warn of dangers associated with construction works.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes.

Safety Harnesses: Not thought to be applicable, but contractor to review as part of risk assessment process.

Hard Hats: As per contractor's risk assessment.

Reflective Vests: Yes.

Goggles / gloves / ear defenders / respiratory protection: As per contractor's risk assessment.

Safety Footwear: Yes.

Specialist Equipment (e.g. for confined Spaces): As per contractor's risk assessment.

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Fuels (Petrol & Diesel) – Cement – road marking paint - etc

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:
To be advised at project commencement.

The following Client safety rules and/or requirements are to be observed:

All workers are to receive induction prior to commencement of work on site.
Other safety rules and requirements to be advised at induction.
Please also refer to tender document.

The following to be noted in particular:

- PPE to be worn at all times.
- Toilets to be utilized for urinating. Not against poles, structures, in bushes etc. (Fines to be issued for non-compliance)
- Fire safety practices area to be observed.
- Construction areas are to be secured against unauthorised access.

Restrictions on times, access or other restrictions by Client

Please refer to tender document.
Other restrictions may be advised at induction.



1.11 Project Close Out

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project.

All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated Health and Safety close out file requirements include:

- Health and safety specification (most recent version)
- Principal Contractor's health and safety plan/s
- Site safety organograms
- Legal appointments
- Notification to Department of Labour of commencement of work / Construction Work Permit
- Workman's Compensation Letters of Good Standing for the project
- Full safety files for all Contractors as well as their close out reports
- List of all Contractors who worked on site
- Letters of safety plan approval of Contractors by the Principal Contractor
- Mandatory agreements (section 37.2 agreements)
- Incident and accident records / Occupational Disease records
- Contractor Nonconformance records
- Safety agent's audit reports
- Safety Officer reports
- Method Statements
- Risk assessments
- Safe work procedures
- Medical surveillance certificates of fitness. Medical records are to be kept according to the Occupational Health and Safety Act, as amended.
- All temporary works drawings (suspended beams/scaffolds, etc.)
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts, etc.)
- Detailed registers of all material used
- Copies of all Checklists completed

1.12 SAFETY FILE RETURN TO CLIENT

The consolidated Health and Safety Files for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either hard copy or electronic format.



2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Client's documented health and safety specifications, *which* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and
- on appointing any other Contractor, in order to ensure compliance with the provisions of the Act –
 - provide Contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential Contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - ensure that no Contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the Contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - ensure prior to work commencing on the site that every Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - appoint each Contractor in writing for the part of the project on the construction site
 - take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site;
 - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Contractor, but at least once every 30 days;
 - stop any Contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the Principal Contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the Contractor to execute the work safely;
- discuss and negotiate with the Contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the Principal Contractor and Contractor's health and safety plan is available on request to an employee, an inspector, a Contractor, the Client, or the Client's Safety Agent;



- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A Contractor must prior to performing any construction work-

- provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the Principal Contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor;
- before appointing another Contractor to perform construction work be reasonably satisfied that the Contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the Principal Contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the Principal Contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a Contractor appoints another Contractor to perform construction work, the duties that apply to the Principal Contractor will apply to the Contractor as if he or she were the Principal Contractor.

A Principal Contractor must take reasonable steps to ensure co-operation between all Contractors appointed by the Principal Contractor to enable each of those Contractors to comply with these Regulations.

No Contractor may allow or permit any employee or person to enter any site unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A Contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A Contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor.



A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A Principal Contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the Principal Contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H & S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course. No Contractors may be left unsupervised on site by the Principal Contractor.

A Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A Contractor must, after consultation with the Client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No Contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the Contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. Proof of all-inclusive assessment of the Construction Supervisor's competency in construction supervision and H&S competency must be available in the Safety File. The Construction Supervisor must, as a minimum, have a supervision course as per Unit Standard 262845 (Civil Engineering), 119080 (Building Construction) and 262884 (Civil Engineering).

A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the Contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the Contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the Employer to appoint the number of employees indicated by the inspector.



No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

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

If the construction work involves construction of a single storey dwelling for a Client, and such Client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit

Not thought to be applicable to this project.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

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

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The Policy must be communicated to all employees and proof thereof must be available in the Safety File.



2.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.

2.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site**.

The Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site**.

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Client, Client's Safety Agent, any Contractor, any employee, a representative trade union, a health and safety representative or safety committee member).

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.



In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors, and Contractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The Safety Representative(s) must be democratically nominated, elected, and appointed in writing. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. The Safety Representative(s) shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents, and non-conformances. The Safety Representative(s) must be (a) full time employee(s) who is/are acquainted with conditions and activities at that workplace or section thereof. The Safety Representatives must have Safety Representative training and must be capable of performing their duties.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the Contractor to refer to.

PLEASE NOTE THAT THE SAFETY AGENT MAY REQUIRE THAT THE PRINCIPAL CONTRACTOR CONVENES A SAFETY COMMITTEE MEETING ON SITE IN THE INTERESTS OF HEALTH AND SAFETY ON SITE. SUCH COMMITTEE MEETING MAY REQUIRE ATTENDANCE OF CONTRACTORS SAFETY OFFICERS/SAFETY REPRESENTATIVES, CONSTRUCTION SUPERVISION AND THE SAFETY AGENT.

2.13 Medical Certificate of Fitness

The Contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified



people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training.

2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence. All training must be conducted by an accredited training provider and the certificates must display the applicable unit standards and the expiry dates thereof.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The Contractor shall ensure that all records of incidents, spot fines, training, etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

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

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.



2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

- First Aid box/es must be adequately stocked at all times, accessible and be controlled by a qualified First Aider.
- Perishables to be checked and replaced when expired.
- Stock per content list as per the General Safety Regulations Annexure.
- Signage to be in place.
- To be numbered and sealed with name of first aider on or above the First aid box.
- Dressing logbook to be available in the first aid box.
- If more than 5 employees are present, there must be a first aid box available.
- Register to be checked by a Competent person.

If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record, and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 dB; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage. Signage must comply with the requirements of SABS.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all Contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.



2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the Contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A Contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A Contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;



- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (2.5 – 4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A Contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set, and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are to be fitted with amber rotating beacons and reverse alarms.
- ALL construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

2.27 Electrical Installations and Machinery on Construction Sites

A Contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the Contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.



2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A Contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied, or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the Contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids
- proper containers are to be used for fuel. Marked and labelled as per the content.
- diesel on site; more than 800 litres must have a certificate, fire safe certificate. Locked in a ventilated, secure area with a drip tray and have a designated, responsible person to use it.

2.29 Water environments

Not thought to be applicable to this project.

2.30 Fire precautions on Construction Sites

A Contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids, and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - only suitably protected electrical installations and equipment, including portable lights, are used;
 - there are no flames or similar means of ignition;
 - there are conspicuous notices prohibiting smoking;
 - oily rags, waste, and other substances liable to ignite are without delay removed to a safe place; and
 - adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting, and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;



- there is an effective evacuation plan providing for all -
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A Contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- Toilets to be within walking distance
- Hygiene registers to be completed
- Proof of safe disposal of effluent waste disposal certificates to be obtained
- changing facilities for each sex;
- sheltered/shaded eating area.
- Protection from the Elements and raised off the ground.
- Sufficient clean water for all employees. 500ml to each employee every hour.

A Contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection – maximum height of working 3m

A fall protection plan is not thought to be applicable for this project but the contractor must ensure that all working at height is conducted in a safe manner and takes steps to prevent falls from height, including use of barriers and fall restraint systems, as applicable.

2.33 Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the Client, the Client's Safety Agent, or any employee;
- all persons required to erect, move, or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;



- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
 - secure any deck panels against displacement; and
 - prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing, or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
 - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - such an excavation is in stable material: Provided that-
 - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;



- must ensure that no load, material, plant, or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six metres from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas, or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
- must ensure that every excavation, including all bracing and shoring, is inspected-
 - daily, prior to the commencement of each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after damage to supports; and
 - after rain,by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the Client, the Client's Safety Agent, any other contractor or any employee;
- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
 - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

2.35 Demolition Work

Not thought to be applicable to this project.

2.36 Tunnelling

Not thought to be applicable to this project.

2.37 Scaffolding

A contractor must appoint a competent person in writing to ensure that all scaffolding work operations are carried out under their direct supervision. This appointed person must verify that all scaffold erectors, team leaders, and inspectors are competent to carry out their work in accordance with the SANS 10085-1:2024 standard. The competency of these individuals must be validated through recognised training and certification programs.

A contractor using access scaffolding must ensure that the scaffolding, when in use, complies with the safety standards as specified in the SANS 10085-1:2024 and relevant regulations under section 44 of the Occupational Health and Safety Act. The following specific requirements must be adhered to:



- **Level and Balanced Footing:**

Scaffolding must be level and balanced on the correct footing, including the use of base jacks, U-jacks, or mobile wheels, as specified in SANS 10085-1:2024. Regular inspections must confirm that the scaffold remains level and stable, with all footings securely in place and adjusted as necessary.

- **Ledgers and Bracing:**

Scaffolding frames and standards must be secured using appropriate ledgers and bracing methods. These must be installed in accordance with the design specifications and the guidelines in SANS 10085-1:2024 to ensure full stabilisation against lateral forces.

- **Platform Boarding and Edge Protection:**

All working platforms must be fully boarded and equipped with the correct edge protection, including guardrails and toe boards, as required by SANS 10085-1:2024. Platforms should be securely fastened, ensuring no gaps that could pose a fall hazard.

- **Platform Load Capacity:**

Working platforms must adhere to the load classifications specified in Table 6 of SANS 10085-1:2024. Contractors must ensure that no platform is overloaded beyond its designated capacity, and that load distribution is even across the scaffold structure.

- **Access Points:**

The scaffold must include proper access points, such as ladders or stairways, integrated within the scaffold structure. These access points must comply with SANS 10085-1:2024 requirements. While trap doors are optional, safe access to working platforms must be ensured.

- **Securing the Scaffold:**

Scaffolding must be secured using appropriate fastening methods, such as reveal ties and fixed ties, in accordance with SANS 10085-1:2024. Where necessary, buttresses must be employed to ensure stability, particularly in high-wind areas or when the scaffold height exceeds the limits specified by the standard.

- **Signage:**

Clearly visible signage must be displayed on the scaffold to indicate safe load limits, user restrictions, and other critical safety information as required by SANS 10085-1:2024. The signage should reflect the scaffold's current safety status following each inspection or modification.

Please note that there must be evidence of frequent scaffold inspections based on the risk profile of this project (at least once a week).

2.38 Bulk mixing plant

Not thought to be applicable to this project.

2.39 Rope Access Work

Not thought to be applicable to this project.



2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the Principal Contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the Contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

Not thought to be applicable to this project.

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision to keep adequate quantities of appropriate, SABS approved PPE or clothing on site at all times.



The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos

Not thought to be applicable to this project.

2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure vessels to have the following in place;
 - Service date
 - Seals on valves with no leaks and not broken
 - flash arrestors
 - Should be stored and chained together
 - Oxygen / Acetylene bottles to have clips
 - Signage to be visible
 - Gauges in working condition and be visible
 - Permits for use
 - Pressure equip Regs 6. (1) The user shall ensure that the pressure equipment is operated and maintained within its design and operating parameters.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing is carried out
- Records are kept of inspections and of service certificates
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use
- Forklift to be inspected every year and lift plan every 2 years
- Load test certificate to be no older than 6 months
- Sufficient props to be used and max weight to be displayed
- Slings to be checked with regard to integrity, chains, serial numbers, checked for tears, cuts links and all other materials



- Hooks to be oiled, not in a fixed position and closed to prevent materials from slipping/falling off
- Lifting equipment must be used for the scope of work carried out

2.48 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

Not thought to be applicable to this project.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.



2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are quite common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The Contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

Not thought to be applicable to this project.

2.57 Material Hoists

Not thought to be applicable to this project.

2.58 Explosive Actuated Fastening Device

Not thought to be applicable to this project.

2.59 Confined Spaces

Not thought to be applicable to this project.

2.60 Alcohol and drugs (GSR 2)

1. A Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.
2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.
3. An Employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

2.61 General Practices when Working at Heights

- No Homemade structures or ladders will be permitted on the project.
- Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.
- Surroundings to be clear of rubble.
- Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.
- Ladders to be structurally sound and not broken and in accordance with GSR 13A.



- Only competent persons may be allowed to work at heights
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / lifelines to be used, all as applicable.
- GSR (6) 6. No employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.
- Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.
- Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.62 Traffic Accommodation

Not thought to be applicable to this project.

2.63 Ventilation and Lighting in the Work Place

Every Employer shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the Schedule to the General Safety Regulations:

Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the Schedule or not, the Employer of those employees who perform such work shall ensure that such specialised lighting is available to and is used by such employees.

The Contractor must ensure that:

- the average illuminance at any floor level in a workplace within five meters of a task is not less than one fifth of the average illuminance on that task;
- glare in any workplace is reduced to a level that does not impair vision;
- lighting on rotating machinery in such that the hazard of stroboscopic effects is eliminated; and
- luminaires and lamps are kept clean and, when defective, are replaced or repaired forthwith.

With a view to the emergency evacuation of indoor workplaces without natural lighting or in which persons habitually work at night, every Employer shall, in such workplaces, provide emergency sources of lighting which are such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level to enable employees to evacuate such workplaces: Provided that where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance shall be not less than 20 lux.

The Contractor must ensure that the emergency sources of lighting prescribed above:

- are capable of being activated within 15 seconds of the failure of the lighting prescribed by subregulation (1);
- will last long enough to ensure the safe evacuation of all indoor workplaces;
- are kept in good working order and tested for efficient operation at intervals of not more than three months; and
- where directional luminaires are installed, these are mounted at a height of not less than two meters above floor level and are not aimed between 10° above and 45° below the horizontal line on which they are installed.

The Contractor must ensure that all rooms, stairways, passageways, gangways, basements, and other places where danger may exist through lack of natural light, to be lighted such that it will be safe.



The Contractor must ensure that every workplace in his undertaking is ventilated either by natural or mechanical means in such a way that –

- the air breathed by employees does not endanger their safety;
- the time-weighted average concentration of carbon dioxide therein, taken over an eight-hour period, does not exceed one half per cent by volume of air;
- the carbon dioxide content thereof does not at any time exceed three per cent by volume of air;
- the prescribed exposure limits for airborne substances therein are not exceeded; and
- the concentration therein of any explosive or flammable gas, vapour or dust does not exceed the lower explosive limit of that gas, vapour, or dust.

2.64 Nuclear Density Gauge (Troxler)

The use of a Troxler on site must be in line with the SANS 3001 of March 2014. The SANS consists of 5 sections

The in-situ density of road construction materials is only determined in civil engineering using indirect methods such as the nuclear density gauge and sand replacement methods.

This method forms part of a set of methods used to operate nuclear gauges, and includes the following:

- a) administration, handling, and maintenance (see SANS 3001-NG1);
- b) validation of standard calibration blocks (see SANS 3001-NG2);
- c) calibration of a nuclear gauge (see SANS 3001-NG3);
- d) verification of a nuclear gauge (see SANS 3001-NG4);
- e) in situ density determination using a nuclear gauge (see SANS 3001-NG5)

When used Troxlers must be:

- Stored in a dedicated, lockable area and must have a warning signage displayed.
- Must only be transported in a dedicated vehicle with the required signage displayed and by an authorised employee that has been appointed in writing.
- Must have a Troxler Calibration Certificate in place.
- Must have a Troxler Technician Appointment on file and signed and proof of competency within the safety file.

2.65 Ergonomics Regulation of 2019

"competent person" in relation to ergonomics, means a person who– (a) has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and (b) is familiar with the Act and the applicable regulations made under the Act;

"ergonomic risk" means a characteristic or action in the workplace, workplace conditions, or a combination thereof that may impair overall system performance and human well-being;

"ergonomic risk assessment" means a programme, process, or investigation to identify, analyse, evaluate and prioritise any risk from exposure to ergonomic risks associated with the workplace;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data and methods to design in order to optimise human well-being and overall system performance;



The ergonomics regulations will apply to any Employer or self-employed person who carries out work at the workplace who may expose any person to an ergonomic risk in the work place and any designer, manufacturer, importer or supplier of machinery, plant, or work systems for the work place.

An Employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment must be done at intervals not exceeding two years and must include the following;

- a complete hazard identification and all persons who may be affected by the ergonomic risk.
- how employees may be affected by the ergonomic risks;
- the analysis and evaluation of the ergonomic risks;
- the prioritisation of ergonomic risks.

An Employer must review the relevant ergonomic risk assessment if:

- such assessment is no longer valid;
- control measures are no longer effective;
- technological or scientific advances allow for more effective control methods;
- there has been a change in –
 - the work methods;
 - the type of work carried out; or
 - the type of equipment used to control the exposure; and
 - an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

An Employer must ensure that an employee is placed under medical surveillance, which is overseen by an occupational medicine practitioner, if–

- the ergonomic risk assessment referred to in regulation 6 indicates the need for the employee to be placed under medical surveillance; or
- an occupational health practitioner recommends that relevant employees must be under Medical surveillance, in which case the Employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.

An Employer must ensure that the medical surveillance consists of–

- in the case of a new employee, an initial health examination before the employee commences employment or within 30 days of commencement of such employment;
- a periodic health examination informed by the ergonomic risk assessment, at intervals specified by an occupational medicine practitioner, but not exceeding two years; and
- an exit health examination informed by the ergonomic risk assessment.

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Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.



OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The Contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the Employer (Contractor) covering: a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations

Key:

OHSA – Occupational Health and Safety Act, 1993



ANNEXURE A – REQUIREMENTS FOR THE SAFETY PLAN ASSESSMENT

The Contractor must note that the information below is pertinent to the compilation of their safety plan response to this site-specific safety specification and it would be preferred if the Safety Plan is written in the order of the assessment documented below.

No	Item	Notes
1	Project Directory	Please state details of Project Client, Project Manager/Principal Agent, Safety Agent, Consulting Engineer, etc. (Name, address, contact details).
2	Contractors Directory	Please indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	Other Parties Directory	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	Project Safety Statement	The Project Safety Statement must be included in the Safety Plan.
5	Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)	Health and Safety standards must be included in the Safety Plan.
6	Project Particulars	Scope of works must be included in the Safety Plan. This is critical.
7	Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials	Please include these items in the plan. The items must be Site Specific, the location of services and services that will be affected must be mentioned.
8	Management Structure for safety on the Project	A structured organogram with names of the responsible people must be included.
9	Appointed Persons, Supervision	The required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	Security Procedures	Please indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	Registers list and inspection frequency	A list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	Design Co-ordination	Please indicate your procedure for implementation of design changes by designer on the project, and the procedures for liaison and implementation of temporary works design on the project.
13	Contractor Co-ordination	Mention must be made of how Contractors will be co-ordinated on site to ensure that they work together and not adversely affected health and safety.



No	Item	Notes
14	Housekeeping, stacking and storage	Housekeeping policies and procedures must be included in the Safety Plan.
15	Waste Disposal Arrangements	Waste disposal arrangements procedures must be included in the Safety Plan.
16	Noise and dust control	Please indicate if any noisy operations (more than 85 decibels) will be carried out and what measures will be used to reduce noise exposure to workforce.
17	Training Requirements	Training requirements must be identified and recorded.
18	Plant and Equipment	A list of plant and equipment to be used on site must be included in the Safety Plan.
19	Safety Monitoring Arrangements	The name, contact details and SACPCMP registration status of the Safety Officer must be included in the Safety Plan. State how often the Safety officer will be on site (note safety specification requirement in section 1.7).
20	Information for Contractors	State how information will be given to Contractors on site.
21	Consultation/communication arrangements with Employees	State how information will be given to employees e.g. notice board.
22	Selection of Contractors Procedures	Principal Contractor must state what health and safety procedures they will use to assess the competence and resources of their Contractors on site.
23	Activities with risk to Health and Safety (Risk Assessment)	A Baseline Risk Assessment must be included in the Safety Plan, it must address the Risks identified in the Safety Specification as well as the risk of any other hazards that the Principal Contractor is aware of that are relevant to the site.
24	Hazardous Substances	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	First Aid and Medical Procedures	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	Fire and Emergency Procedures	List of emergency telephone numbers must be drawn up and included in the Safety Plan. The position of Fire Extinguishers, Assembly Point location, fire drill frequencies, numbers of fire marshals, etc.
27	Accident and Incident Reporting and investigation	State the Accident and Incident Reporting and investigation procedures of your company.
28	Welfare and Site Facilities	Elaborate on toilets and eating areas, water provision, ablution provision, how will workers be protected during wet weather conditions etc.
29	Site Rules	The Site Rules must be included in the Safety Plan.
30	Personal Protective Equipment	The necessity must be identified by Risk Assessments, the required PPE for site risks and control measures.
31	Health & Safety File arrangements	Please indicate arrangements for the return of the Health and Safety File to the safety agent at the end of the project.



No	Item	Notes
32	Method Statements/Safe System of Works	A list of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities.
33	Permits and wayleaves	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	Fall Prevention and Protection Plan and Fall Rescue Plan	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	Demolition method statement	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	Confined spaces	The Principal Contractors' procedures for managing access, egress and work in confined spaces must be specified in the Safety Plan. Includes permit procedures, air monitoring, PPE, etc.
37	Safety Representatives and Safety Committees	When a project has more than 20 employees a designated employee must be chosen by the labourers to represent them. A safety committee must be established if 2 or more safety representatives are appointed. Please note Safety Specification requirements regarding this section (section 2.12).
38	Have the significant hazards from the safety specification been addressed?	See section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	Safety File - Safety Policies in File and Signed by 16(1) CEO.	Safety Policies must be signed and explained to employees.
40	Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.	A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	Safety File - Signed copy of the 37.2 Mandatary Agreement	A 37.2 Mandatary Agreement needs to be signed between the Client and the Principal Contractor.
42	Safety File - Appointment letter from Client (as well as 5.1.K)	The Client must appoint the Principal Contractor in writing.
43	Safety File – Notification / Permit	A copy of the Annexure 2 Notification (and proof of submission) to Department of Labour must be available. This can be in the form of a Department stamp, email, or copy of Construction Work Permit.



ANNEXURE B – LEGAL APPOINTMENTS	
The Contractor shall make the following appointments, as required:	
Chief Executive Officer (OSH Act 16(1))	
Contract Director/Manager (OSH Act 16(2))	
Construction Manager (CR 8(1))	
Construction Supervisor (CR 8(7))	
Assistant Construction Supervisor (CR 8(8))	
Construction Safety Officer (CR 8(5))	
Traffic Safety Officer	
Safety Representative (where > 20 employees on site)	
Temporary work Designer (CR 12(1))	
Temporary work Supervisor (CR12(2))	
Construction risk assessor (CR 9(1))	
Excavation Supervisor (CR13(1)(a))	
Demolition Supervisor (CR14(1))	
Scaffold Supervisor (CR16(1))	
Suspended Platform Supervisor (CR17(1))	
Material Hoist Inspector (CR19(8)(a))	
Material Hoist Operator (CR19(6))	
Bulk Mixing Plant Supervisor (CR20(1))	
Bulk Mixing Plant Operator (CR20(2))	
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))	
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))	
Controller of Temporary Electrical Installations (CR24(c))	
Stacking Supervisor (CR28(a))	
Fire Extinguishing Equipment Inspector (CR29(h))	
Fall Protection Plan Developer (CR 10(1)(a))	
Incident Investigator (OSH Act 9(2))	
Competent Person – Confined Spaces (GAR 5(1))	



ANNEXURE C - BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	<ul style="list-style-type: none"> Trained banksman to control vehicles movement Only trained personnel use plant Personal Protective Equipment to be worn Personnel to stand clear as materials are being tipped Use stop blocks and signs to warn vehicles of excavations, where applicable Stand clear of plant whilst materials are being compacted Establish position of underground services and protect services from damage
2.	Compactor Operations	Crushing of feet	<ul style="list-style-type: none"> Only trained and competent personnel to use the machine Ensure operative wears steel toe cap shoes or boots at all times
3.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	<ul style="list-style-type: none"> Use competent personnel. Hot works control- fire extinguisher, fire watchman. (Permit may be required) PPE to include gloves, eye protection, hearing protection Solid working position. Clear working area Correct grade of blade must be used. Good ventilation to be provided (forced if necessary). Changing of wheels to be by competent persons only Cut off discs must not be used for grinding (grinding disc thicker) Bystanders to wear hearing protection, as applicable
4.	Electric Tools and Electrical Installations	Electric shock Fire	<ul style="list-style-type: none"> Electric tools and installations to be in good condition Inspect electric tools before use Do not use electric tools in wet/damp conditions Use personal protective equipment such as insulated gloves Electrical installations register to be maintained, inspected by competent person
5.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	<ul style="list-style-type: none"> Deep excavations / monitor air for toxic fumes Prevent collapse by battering back sides to a safe angle or install temporary support Protect vehicles from falling into excavations – provide barriers, signage, etc as necessary Beware of undermining of other structures (eg: buildings, scaffolds) Record excavation inspections by competent person on daily basis Provide suitable means of access/egress in case of emergency. Excavations formed by explosives must be accompanied by method statement approved by Client



	HAZARD	RISK	MINIMUM CONTROL MEASURES
6.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. No fires to be lit on site. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
7.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices Equipment must be in good condition, maintained Personnel using substances must be trained in safe use and risks
8.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	<ul style="list-style-type: none"> Ensure: Tool is correct for job Tool is in good order and suitably sharp Personnel must be competent/instructed in tool usage and tool safely Lighting is sufficient Access is safe, working platform is secure, leading edge is guarded Operative is wearing all necessary PPE
9.	Hazardous Substances	Injuries to workers through use of hazardous substances, eg: injuries to eyes, skin, etc	<ul style="list-style-type: none"> Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc) Know what First Aid measures are Have welfare facilities available for washing of hands, etc
10.	Hot Works	Burns to eyes or other parts of the body	<ul style="list-style-type: none"> Personal Protective Equipment to include eye, skin and hearing protection Respirator may be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
11.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	<ul style="list-style-type: none"> Check test certificate Check examination certificate Check inspection have been carried out Check certificates for lifting equipment (chains, slings, shackles, etc) Ensure lifting gear is rated to carry load (SWL) Ensure materials being lifted are properly packaged and slung. Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. Only trained banksmen to be used. The crane driver and the banksman are to ensure that the signals given are clearly understood.



	HAZARD	RISK	MINIMUM CONTROL MEASURES
12.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	<ul style="list-style-type: none"> Personnel should be aware of safe manual handling techniques Personnel to wear Personal Protective Equipment when carrying items, eg: safety footwear and gloves. Ensure good housekeeping against tripping/fall hazards. Operative to get assistance if load too heavy- team lift if necessary. Utilise mechanical lifting and carrying aids where possible. Personnel to ensure access equipment, ladders will take weight of operative and load being carried. Personnel to ensure item being carried is properly bonded or is not liable to break apart whilst being manually handled.
13.	Members of Public – Protection of	Injury to member of public and road users from site works	<ul style="list-style-type: none"> Barriers and signage to be in place Workers must warn away any members of public from the works Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public Traffic turning into site – traffic management and signage as required. Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible Refer to plant risk assessment for details on plant safety precautions NOTE: SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND BUILDING OCCUPANTS MUST BE AGREED.
14.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	<ul style="list-style-type: none"> Wear respiratory and hearing protection Dampen down and minimise dust where possible.
15.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	<ul style="list-style-type: none"> Implement traffic protection measures Trained and competent operators must be used Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. Medical certificates of fitness required for construction plant. Crossing of road by construction vehicles or machines must be limited to the practical minimum Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. Wear appropriate protective clothing/equipment, eg: goggles, gloves, ear defenders, etc as appropriate.
16.	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	<ul style="list-style-type: none"> Ensure scaffold is designed to take the imposed loads scaffolding is constructed properly scaffold is not overloaded scaffolders are fully trained scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis scaffolders must adhere to the safe systems of work. all fall arrest equipment to be checked and certified in good working order that ALL understand the safe system of work
17.	Temporary Works – shoring, scaffold, formwork	Collapse of temporary work	<ul style="list-style-type: none"> Wear personal protective equipment such as gloves and goggles Formwork must be built by trained person and also be inspected by competent person and results entered into register on site



	HAZARD	RISK	MINIMUM CONTROL MEASURES
18.	Troxler – use of	Radiation exposure Transportation and storage of nuclear equipment Working in road	Ensure <ul style="list-style-type: none"> • Training of Troxler gauge operators in basic radiation safety and correct operating procedure to satisfactory level of competence • An enclosed vehicle must be used for transport of the gauge • After use and before storing the gauge, a visual check to be carried out to confirm shutter is properly closed • Warning signage to be displayed at entrance to store indicating presence of radioactive material • Wear reflective vests when working in or near the road or road shoulder as well as any other required personal protective clothing.
19.	Underground Services	Striking of buried services	<ul style="list-style-type: none"> • Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (eg: Municipality or ESKOM) when planning work. • Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. • Comply with the requirements of the safe system of work for underground services. • Where available, locate services with a locator • Hand dig around services
20.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	<ul style="list-style-type: none"> • Maintain safe clearance levels • Establish presence of any services via proper walk through survey of site and/or means of service drawings • Wear personal protective clothing • Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services • Obtain information on clearance levels from service provider
21.	Working at Height	Personnel falling from height Falling debris Those beneath being injured	<ul style="list-style-type: none"> • All access equipment is properly constructed (inspections record must be maintained) • Only trained personnel construct, dismantle or control the access equipment • All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding • No access equipment may be loaded above the level of the guardrail • No access equipment to be loaded above its safe working load • Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times • All fall arrest equipment to be correctly maintained • Ensure if ladders are being used for access, they are either footed or tied. Also the ladder must be set at the correct level of 1 in 4 or approximately 75°



**ANNEXURE D – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT
ISSUE REGISTER**

Date of Original Safety Specification Compilation	Compiled By	Issue Date
March 2025.	Mark Winter	4 th March 2025.

Revision Summary	Revised By	Revision Date

Acknowledgement:

I, _____ representing
_____(Contractor), have satisfied myself with the content of this Health and Safety Specification and shall ensure that our employees and Contractors on site comply with the requirements of this document, our safety documentation and health and safety legislation.

Signature of Contractor

Date

Comments:



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

ENVIRONMENTAL MANAGEMENT PLAN

FOR THE

**CONSTRUCTION OF THE LA MOTTE SOLID
WASTE DROP-OFF**

ANNEX 5

ISSUED BY:

**DIRECTORATE FINANCE
SUPPLY CHAIN MANAGEMENT UNIT
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PREPARED BY:

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BRACKENFELL
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Reference No:	B/SM 108/25	
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CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

La Motte Solid Waste Drop Off

Robertsvlei Road
Franschoek

REV:01 – 13 MARCH 2025

Prepared by:
ECO Coach SA

Prepared for:
JPCE

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ANNEXURE 1: WORK SITE LOCALITY AND DEVELOPMENT LAYOUT PLAN

1 BACKGROUND

1.1 SCOPE

The specifications contained within this Construction Environmental Management Plan (CEMP) shall guide all site preparation, construction, and construction related activities undertaken by contractors undertaking works developing the **La Motte Waste Management Facility (public drop off site) in Franschhoek**.

1.2 INTERPRETATIONS

For the purposes of this Specification the following acronyms and definitions shall apply:

Alien and Invasive Vegetation: Plants listed as Category 1 and 2 Alien Invasive Species in terms of the National Environmental Management: Biodiversity Act.

Bund: Enclosure under / around a storage facility to contain any spillage.

Batch plant: Machinery used on site for the mixing and production of concrete or plaster, and associated equipment and materials.

CEMP: The Construction phase Environmental Management Plan for the Site, this document.

Contractor: The main construction contractor(s) as engaged by the Employer for this project and their appointed subcontractors.

Contaminated water: Water contaminated by the Contractor's activities containing cements, lime, paint products, thinners, turpentine, chemicals, fuels, oils washing detergents, etc.

DEO: Person on site employed by the Contractor as his environmental representative continuously monitor and ensure compliance with the CEMP on site and liaise with the ECO regarding compliance issues and corrective measures by the Contractor.

Employer: Stellenbosch Municipality

Environment: The surroundings in which people and other organisms live. It consists of:

- Renewable and non-renewable natural resources such as air, water (fresh and marine), land and all forms of life.
- Natural ecosystems and habitats; and
- Ecosystems, habitats and spatial surroundings modified or constructed by people. Places of cultural significance and the qualities that contribute to their value.

ECO: Environmental Control Officer – appointed independent monitoring and reporting environmental consultant responsible to ensure application of CEMP and Environmental Best Practice measures on Site for the mitigation of environmental impacts and risks during construction activities.

(Potentially) Hazardous Substance: Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture of such substances which is likely to a hazard to health or the environment, in the opinion of the ECO and Principal Agent, or as classified as hazardous by legislation.

Licensed Landfill Site: Dumpsite for waste that has been licensed in terms of the National Environmental Management: Waste Act 59 of 2008 or previously under the Environmental Conservation Act (No 73 of 1989).

Method Statement: A written submission by the Contractor in response to a request from the Principal Agent and ECO, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, in such detail that the Principal Agent and ECO are enabled to assess whether the Contractor's proposal will produce results in accordance with the EM Specification and sufficiently mitigate any identified potential negative environmental impacts.

Principal Agent/Employer's Representative: Person/s representing the Employer on Site and who is responsible for the technical and contractual implementation of the works to be undertaken – fulfilled for this project by **JPCE**.

Reasonable: Means, unless the context indicates otherwise, reasonable in the opinion of the Principal Agent after he has consulted with the ECO.

Site: The boundary and extent of the designated contract work area, including any areas off the main site on which works are to be carried out to allow the construction on the Site to proceed successfully.

Site camp: The area designated for all temporary site offices, storage areas, construction plant parking areas, staff welfare facilities, etc

Stormwater: Water resulting from natural precipitation and/or accumulation and includes rainwater, groundwater and spring water, but excludes water in a water or wastewater reticulation system.

Toolbox Talks: Brief talks on job sites to raise staff awareness about the environmental practices and policies that need to be followed during the construction process. These talks typically cover topics like waste management, noise and dust control, pollution prevention, and the protection of local ecosystems. The goal is to ensure that everyone on site understands their role in minimizing the project's environmental impact.

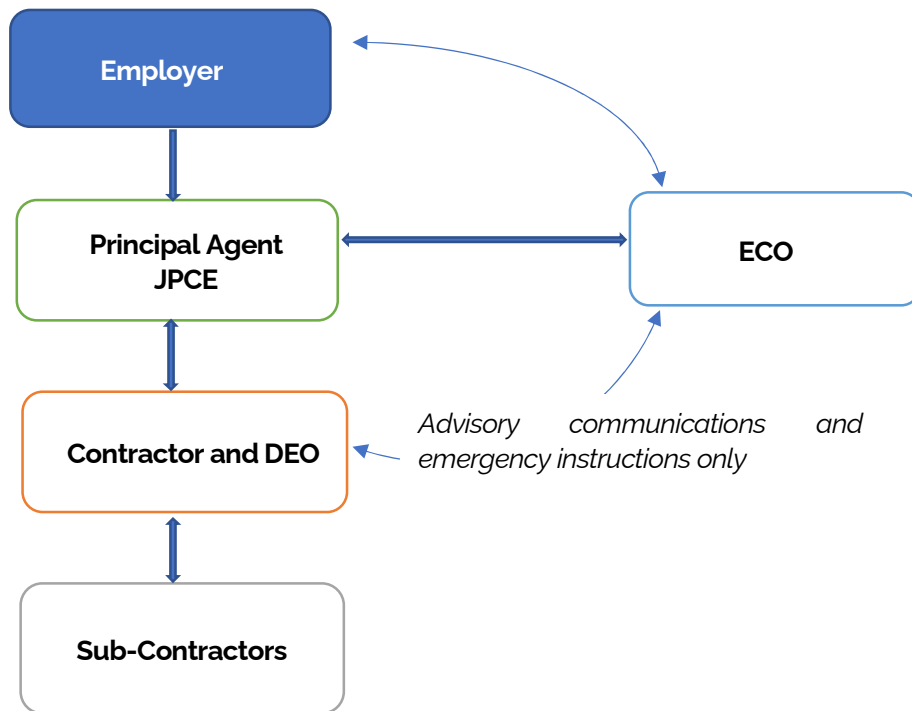
Top material/soil: This refers to any surface material in the construction area, whether it is soil, fine material or stones, including vegetation. Topsoil usually refers to the top 150 – 300mm of soil material (but sometime deeper), that is usually rich in organic content and supportive of vegetation establishment.

Works: Construction operations and all related and incidental works, such as site works, earthworks, installation of services, construction of structures and rehabilitation.

2 IMPLEMENTATION OF THE ENVIRONMENTAL SPECIFICATIONS

2.1 RESPONSIBILITIES AND COMMUNICATION STRUCTURE

The implementation of the CEMP will be the responsibility of all parties involved with the construction work. The Principal Agent and the Environmental Control Officer (ECO) will be central to monitoring the Contractor in terms of implementation of the CEMP. The communication structure for the project is outlined below.



2.1.1 The Employer

The Employer refers to **Stellenbosch Municipality**, who is ultimately responsible for compliance with all conditions of approval of the construction project or any aspect thereof by any authority.

With respect to the construction phase of the Development, the Employer is to:

- ensure that all relevant approvals and permits have been obtained prior to the start of construction activities on site.
- ensure that the requirements as set out in this CEMP and any conditions of approval by the relevant Authorities are adhered to and implemented by the Employer and any person on their behalf incl. agents, employees, contractors etc.

- ensure that an independent environmental consultant with relevant training and experience is appointed as Environmental Control officer (ECO) to oversee the implementation of the CEMP, prior to development activities commencing.
- Provide all principal contractors working on the project with a copy of this CEMP as part of tender and contract documentation to allow the contractors to cost for its requirements within their respective construction contracts.
- take reasonable measures to inform and educate contractors and employees about environmental risks of their work and training them to operate in an environmentally acceptable manner.

2.1.2 The Principal Agent

For the purposes of this document "The Principal Agent" refers to **JPCE**, the employer's agent responsible for the technical and contractual implementation of the works/part of the works to be undertaken.

The responsibilities of the Principal Agent are to:

- ensure that the requirements as set out in this CEMP and by the relevant Authorities are adhered to and implemented (on the behalf of the Employer).
- assist the ECO in ensuring that the conditions of the CEMP are being adhered to and promptly issuing instructions requested by the ECO, to the Contractor. All site instructions pertaining to environmental matters issued by the Principal Agent are to be copied to the ECO.
- assist the ECO in making decisions and finding solutions to environmental problems that may arise during the construction phase.
- reviewing and approving any requested environmental method statements with input from the ECO.
- ordering the removal of person(s) and/or equipment not complying with the specifications or issuing a stop works order if required.
- issuing of penalties for transgressions of environmental site specifications if required.
- providing input into the review of applicability of the CEMP.

2.1.3 The Contractor

For the purposes of this document "The Contractor" refers to any directly appointed (by the Employer) company or individual undertaking the implementation of the works.

- ensure implementation of all applicable Environmental Management Specifications contained in the CEMP, including all additional requirements related with approved method statements, during all works on site, failing which penalties may be imposed by the Principal Agent.
- ensure that all its sub-contractors, employees, suppliers or agents etc. are fully aware of the environmental management requirements detailed in the Environmental Management Specifications and implement them, including undertaking the required environmental awareness inductions and toolbox talks.
- designate an environmental representative (DEO) to continuously monitor and ensure compliance with the CEMP on site and liaise with the ECO regarding compliance issues and corrective measures.

- liaise closely with the Principal Agent and the ECO and ensure that the works on site are conducted in an environmentally sensitive manner.
- inform the Principal Agent as well as the ECO should environmental management on site go wrong, e.g. spills, pollution etc.
- Keeping a register of environmental complaints and incidents and immediately reporting these to the Principal Agent and ECO, including rectification measures planned or employed.
- carry out instructions issued by the Principal Agent, on request of the ECO, required to fulfil his/her compliance with the CEMP or address environmental complaints or incidents.

2.1.4 Environmental Control Officer

The ECO's duties, *inter alia*, must be to facilitate compliance with the CEMP through monitoring and proactive and open communication channels with the Contractors and, when necessary, enforcing the environmental requirements.

The ECO's responsibilities include the following:

- monitoring and verifying that the requirements of the CEMP and any environmental permit conditions relevant to the construction phase, are adhered to by inspecting the Site and surrounding areas regularly (**minimum monthly**) and acting if the specifications are not followed.
- to environmentally educate and raise the awareness of the Contractor 's management staff as to the environmental requirements relating to the Site and to facilitate the spread of the correct attitude during works on Site.
- reviewing and approving any requested construction environmental method statements together with the Principal Agent.
- assisting the Contractor in finding environmentally responsible solutions to problems.
- keeping records of all significant activities/ incidents concerning the environment.
- recommending the issuing of penalties for transgressions of environmental site specifications to the Principal Agent.
- completing and issuing CEMP compliance memos and a monthly compliance summary report (during periods of active construction), detailing levels of compliance determined from the ECO's environmental compliance inspections.
- keeping a photographic record of progress on Site from an environmental perspective.
- undertaking a continual internal review of the CEMP and making recommendations to the Principal Agent regarding proposed changes.
- compilation of a **final closure report** for the project to confirm "environmental close out" of the construction project.

2.2 ADMINISTRATION AND COMMUNICATIONS

2.2.1 Site Meetings

The ECO will attend project site meetings with the principal contractor/s as and when may be needed to facilitate the transfer of information and to update all parties on the environmental compliance of the project and record any additional requirements.

Where required, the ECO may call for a site meeting with specific members of the project team to discuss a specific issue on the site. Feedback from such meetings will be given at the project site meetings.

2.2.2 Environmental Education Programme

The ECO shall brief the Contractor's construction manager/s and DEO to familiarise them with the significant environmental aspects of the site and requirements of the CEMP as soon as possible after establishment on site.

The Contractor's DEO shall in turn induct all site labour to raise their environmental awareness and highlighting general environmental "dos and don'ts" prior to their commencing with work on the site. After the initial induction, the DEO shall present at least one Toolbox Talk every month covering an environmental management topic. These presentations must take cognisance of the level of education, designation and language preferences of the staff.

The ECO reserves the right to require or present additional dedicated environmental inductions for the duration of the contract for any employees including sub-contractor staff, should such additional lectures be deemed necessary by the ECO i.e. in terms of poor compliance by a certain team, problem aspects or failure of the principal contractor to adequately present lectures.

The DEO shall keep a register of all personnel attending environmental briefings, inductions and toolbox talks (including topic, date, name and signature of attendees) and retain this for review in the environmental site file.

2.2.3 Method Statements

The Contractor may be required to provide Method Statements prior to work commencing on aspects of the project deemed or identified to be of greater risk to the environment and/or which may not be covered in sufficient detail in the CEMP, when called upon to do so by the Principal Agent or ECO.

A Method Statement describes the scope of the intended work in a step-by-step description for the ECO and the Principal Agent to understand the Contractor's intentions. This shall include the timing, location and method and proposed mitigation for the activity contemplated. This will enable them to assist in devising any additional mitigation measures, which would minimise environmental impact during these tasks.

All Method Statements are to be to the satisfaction of the ECO and Principal Agent and, where deemed necessary, shall be endorsed as being acceptable by the environmental representative of the Relevant Authority or other identified stakeholder. Changes to, and adaptations of, Method Statements can be implemented with the prior consent of all parties.

2.2.4 Compliance Monitoring and Reporting

Daily site inspections will be undertaken by the Principal Contractor's DEO to ensure that the requirements of this CEMP are implemented.

Average monthly site inspections are to be undertaken by the ECO, during periods of active construction, to monitor compliance with the CEMP and advise on remedial actions where required.

The ECO will issue a written **monthly compliance audit report** and shall issue this to the Employer, Principal Agent, Contractor. The audit report shall document the Contractor's level of compliance with the Environmental Management Specifications for that calendar month and any outstanding actions required to rectify observed non-compliances.

Comments made by the ECO in the audit reports are advisory and all Site Instructions required for activities that have contract cost implications may only be issued by the Principal Agent.

2.2.5 Environmental Closure Report

The ECO shall inspect the site after all construction has been completed, the Contractor has removed all waste, excess construction materials and temporary facilities not forming part of the permanent works, has cleaned and tidied the site, and undertaken any required remediation works as part of project closure. An **Environmental Closure Report** shall then be issued by the ECO in this regard to the Employer, Principal Agent and Contractor.

2.2.6 Dispute Resolution

Any disputes or disagreements between the Contractor and the Principal Agent or ECO shall be resolved as per the relevant dispute resolution clauses contained within the construction contract documentation.

2.2.7 Contractual Conflicts

In the event of any conflict occurring between the environmental management provisions of the CEMP and the project specifications contained within other project documentation, the ECO and Principal Agent shall be made aware of any such conflicts immediately and these shall be resolved in writing for the record.

2.2.8 Public Relations

The Principal Contractor shall be responsible for responding to third party or public queries and/or complaints relating to construction operations. The Employer (or as delegated to the Principal Agent) shall be responsible for dissemination of information to the neighbouring properties, the wider community and the media (press releases etc.) if and as may be required.

The Contractor shall notify the ECO and the Principal Agent immediately of any environmental complaints lodged. The Contractor shall be responsible for maintaining a Complaints Register to record complaints received and actions taken. This register will be made available to the Employer, Principal Agent and ECO.

2.2.9 Review of the CEMP

Any substantial changes, updates or upgrades of the CEMP must be approved by the Principal Agent and ECO prior to such changes being made to the CEMP. Once the changes have been made all parties responsible for implementing or overseeing the implementation of the CEMP shall be provided with a tabulated list of the amendments.

2.2.10 Enforcement

Where the Contractor inflicts damage upon the environment or fails to comply with any of the environmental specifications contained within this CEMP, which forms part of the construction contract, the Principal Agent shall enforce its requirements and ensure repair of environmental damage by the Contractor as per the provisions outlined in the construction contract.

The Contractor is deemed NOT to have complied with this Specification if:

- within the boundaries of the site, site camp, site extensions and haul / access roads there is evidence of contravention of the Environmental Management Specification;
- environmental damage ensues due to negligence;
- the Contractor fails to comply with corrective or other instructions issued by the Principal Agent/ECO within a specific time;
- the Contractor fails to respond adequately to complaints from the public.

2.2.11 Financing of the Implementation of the Environmental Management Specifications

All aspects covered in this document shall be deemed to be included in the rates tendered by the Principal Contractor in his Schedule of Quantities or as otherwise stipulated by the Principal Agent.

3 ENVIRONMENTAL MANAGEMENT SPECIFICATIONS

3.1 ENVIRONMENTAL SITE FILE

- i. The Contractor shall establish and maintain updated on site an Environmental Site File that contains the following documentation and records, to be checked by the ECO during compliance inspections:
 - a) CEMP
 - b) Approved Environmental Method Statements
 - c) Environmental Briefing, Environmental Awareness Induction and Toolbox Talk attendance registers
 - d) Waste Disposal Register
 - e) Safe Disposal Receipts (for the disposal of hazardous waste from site)
 - f) Complaints register
 - g) Incident register and reports
 - h) Safety Data Sheets for hazardous substances stored/used on site (can be kept in the H&S file)

3.2 SITE ESTABLISHMENT

- i. The Contractor's site camp/facilities shall be established according to a written Site Establishment Method Statement (including location, footprint and elements) for approval by the Principal Agent and ECO.
- ii. Use of adjacent land for construction site facilities or storage shall only be permitted with the required written permissions/lease agreements from the landowner in place.
- iii. Should the site camp be established on an area where viable topsoil exists and which will need to be revegetated after use, this topsoil shall first be stripped from the site camp area and stockpiled so that this can be returned to the area after the site camp has been de-established for the rehabilitation and revegetation thereof.
- iv. The Contractor shall provide suitable sanitary arrangements at approved points near the designated work area to allow easy access to all employees on site. One chemical toilet is to be provided on site for every 15-contract personnel or alternatively one flush toilet for every 30 personnel. Portable chemical toilets must have doors and locks and shall be secured to prevent them blowing over. The contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are removed from site. Discharge of waste from toilets into the environment and burial of waste on site is strictly prohibited.
- v. All designated eating areas shall have bins provided.
- vi. Water shall be used from sources approved by the Principal Agent. The provisions of the National Water Act (No 36 of 1998) apply, including adherence to any published water restrictions. All hoses and tap connections shall be always kept free from leaks.

3.3 SITE DEMARCATION AND NO-GO AREAS

- i. The extent of the site camp and authorised work/access or restricted entry areas must be delineated and/or fenced, and appropriate signage displayed, to practically and effectively manage access to Site and contain construction impacts to the authorised development footprint. Fencing types shall be as per the hoarding requirements specified in the contract or as instructed by the Principal Agent.
- ii. Restriction of work areas must be made known to all site personnel – note the **Development layout plan in Annexure 1** specifically indicates the adjacent off-site olive grove and fynbos areas as no-go areas. Similarly, all adjacent private property shall be treated as a no-go area for site staff and vehicles except with the property owner's permission.

3.4 SITE ACCESS AND CONSTRUCTION TRAFFIC

- i. All construction access shall be off **Robertsvlei Road**.
- ii. Construction vehicles and delivery vehicles are not to hinder the access of other road and property users in the area and shall be parked on site.
- iii. Appropriately secure transported materials to ensure safe passage between destinations. This includes cleaning running boards of loose debris before vehicles leave site and covering trucks carrying loose materials with shade cloth/canvas covers if required to avoid loss / dust en-route.
- iv. Any lost materials or debris dragged onto the surrounding roads because of the contractors' activities shall be cleared immediately and removed (not just left on the roadside). Any kerb damage or other damage caused to adjacent roads/services must be repaired to a condition similar to the original by the responsible Contractor.
- v. The site access and adjacent roads, pavements and stormwater channels and catchpits shall be kept free of sand and other debris because of the contractor's activities (swept daily if required).

3.5 SITE CLEARANCE

- i. Except to the extent necessary for the carrying out of the approved Works, vegetation on site shall not be removed, damaged or disturbed.

3.6 MATERIAL HANDLING, USE AND STORAGE

- i. No materials containing invasive plant seeds, litter or contaminants may be imported.
- ii. All materials must be stockpiled neatly at designated laydown areas within the Site and approved Site Camp boundaries unless specifically approved otherwise by the landowner, Principal Agent and ECO.
- iii. Material stockpiles must be protected against wind and water erosion (for prevention of dust and other problems).
- iv. No material stockpiles are to be located close to or in such a way as to impede stormwater channels or clog catch pits (on the adjacent road).
- v. Keep the site neat and tidy throughout the construction process.

3.7 PLANT AND FUEL HANDLING

- i. Jerry cans of fuel shall be stored in leak-proof drip trays or banded area in a locked, ventilated store in the construction storage area, well away from combustible materials. No bulk fuel storage (more than 200 litres shall take place on this site without a Flammable Substances Certificate issued by the municipal fire department).
- ii. No refuelling is to take place on the Site without the use of a drip tray.
- iii. All vehicles and equipment must be maintained in a good condition to minimise the risk of leakage and possible contamination of the soil or stormwater by fuels, oils and hydraulic fluids.
- iv. All fuel driven portable plant e.g. generators and pumps, or plant or vehicles which leak or are being serviced on site, are to make use of drip trays placed strategically to avoid incidental spillage of oils and fuels onto the ground.
- v. Drip trays shall be inspected and contained spills cleaned when necessary. Drip trays shall be closely monitored during rain to ensure that they do not overflow allowing petrochemicals to enter the environment. Steel drip trays are preferred over geyser type plastic trays as these have been shown to be easily damaged. Should plastic drip trays be used, then the drain hole must be capped securely during use and the drip tray maintained in proper serviceable condition e.g. not deformed.
- vi. All fuel, oil or hydraulic fluid spills are to be mopped up/remediated immediately to the satisfaction of the ECO and Principal Agent.

3.8 CEMENT HANDLING

- i. Cement shall not be handled/mixed/stored in vegetated areas or on unprotected topsoil surfaces. Mixing boards or similar soil protection shall be used.
- ii. Empty cement bags shall be secured and shall not be allowed to be distributed into the environment by the wind and shall be collected into rainproof bags/bins daily (so that the cement powder does not leach out into the environment) and securely stored prior to disposal from site.
- iii. Cement contaminated effluent e.g. from washing of mixing equipment or ready-mix truck chutes shall be contained and not allowed to contaminate vegetated areas, topsoil, roads or the stormwater system.

3.9 SOLID WASTE MANAGEMENT

- i. No littering on site - litter shall be collected daily into bins or more frequently as required to prevent it from blowing onto adjacent areas. Food waste and any other waste types that could attract vermin/pests, shall be removed from site minimum weekly.
- ii. The Contractor shall provide sufficient bins, cages or skips on Site to store the solid waste produced daily (excluding spoil soil and clean building rubble as considered in (vi) below. Waste storage containers shall not be allowed to become overfull and shall be covered if necessary to prevent waste from blowing out of the container.
- iii. Separate bins/skips/cages shall be provided and labelled for General Waste, Recyclable Waste and Hazardous Waste as applicable according to the waste types produced on site.
- iv. Recycling shall be implemented wherever practically possible e.g. clean rubble to a crusher site and cardboard packaging separated for recycling.

- v. Spoil soil and clean rubble may be stored in open stockpiles, secured against dust and erosion, on Site until they constitute a practical truck load for removal.
- vi. Keep clean building rubble and spoil soil separate from refuse (to minimize dumping costs and allow for recycling e.g. at a crusher site or to be used as fill material).
- vii. Solid waste must be disposed of at a licenced landfill site. No refuse may be disposed of by burning, burying or illegal dumping. A Waste Disposal Register shall be maintained by the contractor in the environmental site file, recording the date, type, volume and disposal/recycling destination of all waste removed from site to demonstrate legal disposal.
- viii. Petroleum, chemical, harmful and hazardous waste is to be stored in separate sealed containers/areas and labelled as hazardous. This waste shall be disposed of at a licensed hazardous waste disposal site and safe disposal receipts shall be retained in the environmental site file.

3.10 LIQUID WASTE/CONTAMINATED WATER

- i. No potentially hazardous liquids such as thinners and turpentine or contaminated water e.g. with paints, cement or oils may be disposed of on Site or into stormwater or sewer systems.

3.11 POLLUTION PREVENTION

- i. The Contractor shall prevent pollution of soils and surface water runoff as a result of construction and cleaning activities. Such pollution could result from the release, accidental or otherwise, of hazardous chemicals, oils, fuels, bitumen products, cement, sewage, or waste products etc.
- ii. Appropriate storage, containment and soil protection measures shall be implemented in this regard.

3.12 STORMWATER MANAGEMENT AND EROSION CONTROL

- i. The Contractor shall protect areas susceptible to erosion and water logging by installing necessary temporary and permanent drainage works as soon as possible and by taking other measures necessary to prevent the surface water from being concentrated in streams and from scouring slopes, stockpiles or negatively affecting areas off site.
- ii. Activities on the Site e.g. drainage, dewatering, erosion etc. must not lead to contamination, blockages or disruption of the receiving storm water system, environment, or adjacent properties or roads.

3.13 APPROPRIATE USE OF MACHINERY

- i. The Contractor shall always carefully consider what machinery is appropriate to the task at hand while minimising the extent of environmental damage and nuisance.
- ii. The Contractor shall take preventative measures, such as screening, muffling, dust control, timing and pre-notification of affected parties, to minimize complaints regarding dust, noise and vibration nuisances.

3.14 ARCHAEOLOGY AND PALAEOLOGY

- i. All artefacts over 60 years of age and all fossils are protected by law. Should a suspected artefact be excavated on site, work directly around and impacting any artefact or fossil is to cease immediately and Heritage Western Cape (HWC) is to be informed. The contact details for the HWC are as follows:
Tel: 021 483 9598
Fax: 021 483 9845

3.15 FIRE CONTROL

- i. The Contractor shall take all reasonable and active steps to avoid increasing the risk of fire through their activities on Site.
- ii. No cleared vegetation that poses a fire risk shall be left on site for longer than 6 weeks after clearing.
- iii. No open fires will be permitted on site.
- iv. A designated smoking area shall be established away from combustible materials e.g. fuel and paint stores, with an appropriate bin for discarded cigarette butts.

3.16 HYDROCARBON AND OTHER HAZARDOUS MATERIAL SPILLS

- i. In the event of any hydrocarbon or other potentially detrimental chemical spill:
 - The source of the spillage shall be isolated.
 - The contractor shall contain the spillage using sand berms, sandbags, pre-made booms, sawdust or absorbent materials.
 - Cord off and ensure safety of the spillage area.
 - Mop the spillage and clean/remediate the area to the Principal Agent and ECO's satisfaction. Use a specialist spill response contractor if required.
 - An incident report shall be completed for spills of more than 10 litres.

3.17 VEGETATION AND WILDLIFE

- i. All existing trees outside the development footprint shall be protected during construction activities.
- ii. Alien and Invasive Vegetation shall be removed from the Site and not be allowed to establish during the contract period.
- iii. If wild animals are encountered on Site, these are not to be harmed by construction personnel. Where animals do not move off the site as of their own accord, are in the way of the works, or pose a threat to site staff e.g. nesting birds or possibly venomous snakes, these shall be safely relocated out of the works area (e.g. to the fynbos area to the east of the site) by an experienced/trained person. Wild animals may not be relocated by road to areas outside of the Site without the required transport permit issued by Cape Nature.

3.18 EXCAVATION AND TRENCHING

- i. Trenches and excavations are to be closed as soon as possible after services have been laid in them, to prevent them from posing safety hazards to people, traffic and wildlife and to prevent rainwater erosion.
- ii. Trenches shall be re-filled to the same level as (or slightly higher to allow for settlement) the surrounding land surface to minimise erosion.
- iii. Suitable (uncontaminated) top material/soil must be stripped and stockpiled separately for reuse as the final backfilled layer in areas where topsoil exists, and re-vegetation is required. Topsoil stockpiles shall be no higher than 2m.

3.19 CONTROL OF DUST AND/OR WIND-BLOWN SAND

- i. The Contractor shall take appropriate and reasonable measures to minimise the generation and spread of dust because of construction works, operations and activities.
- ii. Excavation, handling and transport of erodible materials shall be avoided under high wind conditions when a visible dust plume is present.
- iii. All sand/soil stockpiles that give rise to a significant windblown dust nuisance shall be stabilised or covered with shade cloth or similar.
- iv. Only non-potable water may be used to damp down stockpiles, unsurfaced traffic routes and other dust prone areas.
- v. The Contractor shall be responsible for any clean up actions/costs related to damage suffered by third parties due to inadequate dust control on the site.

3.20 NOISE NUISANCE

- i. Normal working hours shall be adhered to, which are: **06h00-18h00 on weekdays**, or as otherwise specified by the construction contract. Working hours shall not be exceeded by the Contractor without first obtaining the express permission of the Principal Agent, and where required, the municipality. The Contractor shall notify the Principal Agent in advance if any particularly disruptive activities are planned e.g. noise, service cuts who shall in turn delegate or undertake liaison with affected parties as may be required.
- ii. Maintain appropriate directional and intensity settings on all hooters and sirens and maintain vehicle and equipment exhaust system silencers correctly.
- iii. Comply with the Noise Control Regulations P.N. 627/1998 as promulgated under the Environmental Conservation Act, No. 73 of 1989.
- iv. Should the occupants of any of the adjacent properties complain about excessive noise/nuisance caused by the construction activities, the Contractor shall log the complaint, notify the Principal Agent and ECO and investigate the cause and implement any required mitigation measures to remedy the situation as is possible, practical, and reasonable.

3.21 REMEDIATION OF DAMAGES

- i. Any cost incurred to remedy environmental damage caused by the Contractor due to negligence and not part of the contracted work activities, shall be borne by the Contractor. Remediation shall be to the satisfaction of the Principal Agent and ECO.

3.22 TEMPORARY SITE CLOSURE

- i. The site shall be made environmentally safe during periods when the contractor is not on site for more than 5 days e.g. over the December/January Builders Holiday. This includes securing materials, checking hoardings, stabilisation against rain erosion and dust, removal of refuse, food contaminated and hazardous wastes, removal of flammable and hazardous substances and spills, cleaning/securing portable toilets, drip trays for plant remaining on site, and posting emergency contact numbers. The Contractor shall confirm to the Principal Agent and the ECO in writing that all requirements have been met before leaving site.

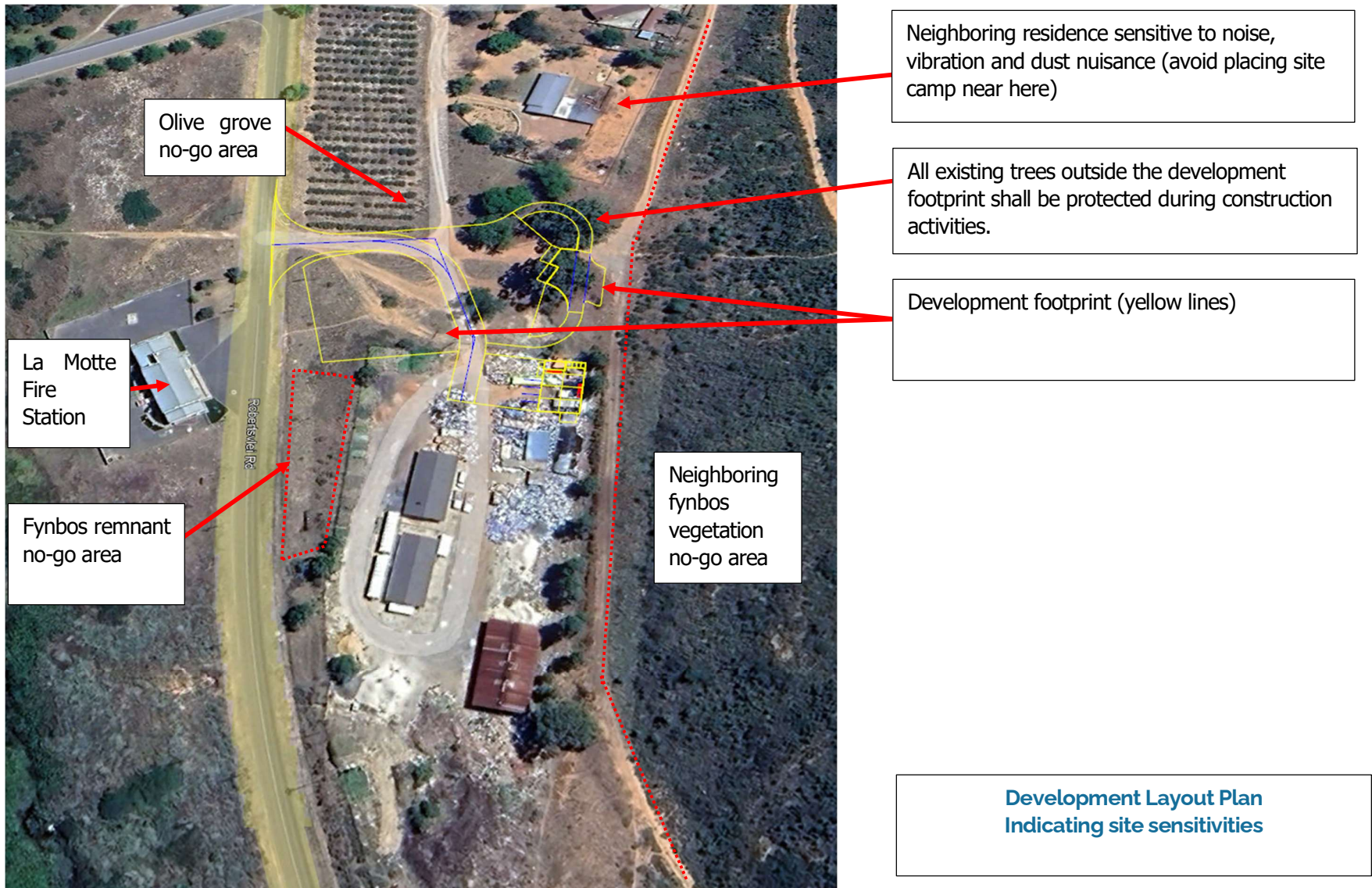
3.23 SITE CLEAN UP AND REHABILITATION

- i. The Contractor shall ensure that all waste, temporary structures/facilities, equipment and excess materials used for construction purposes are removed upon completion of their scope of work to the satisfaction of the Principal Agent and the ECO.
- ii. Where appropriate, the Contractor shall employ a suitably qualified person to rehabilitate areas damaged by construction activities.
- iii. Any re-vegetation as specified by the Construction Contract shall be undertaken.

ANNEXURE 1: WORK SITE LOCALITY & DEVELOPMENT LAYOUT PLAN



La Motte Solid Waste Drop-off
Construction Environmental Management Plan





DRAWINGS

FOR THE

**CONSTRUCTION OF THE LA MOTTE SOLID
WASTE DROP-OFF**

ANNEX 6

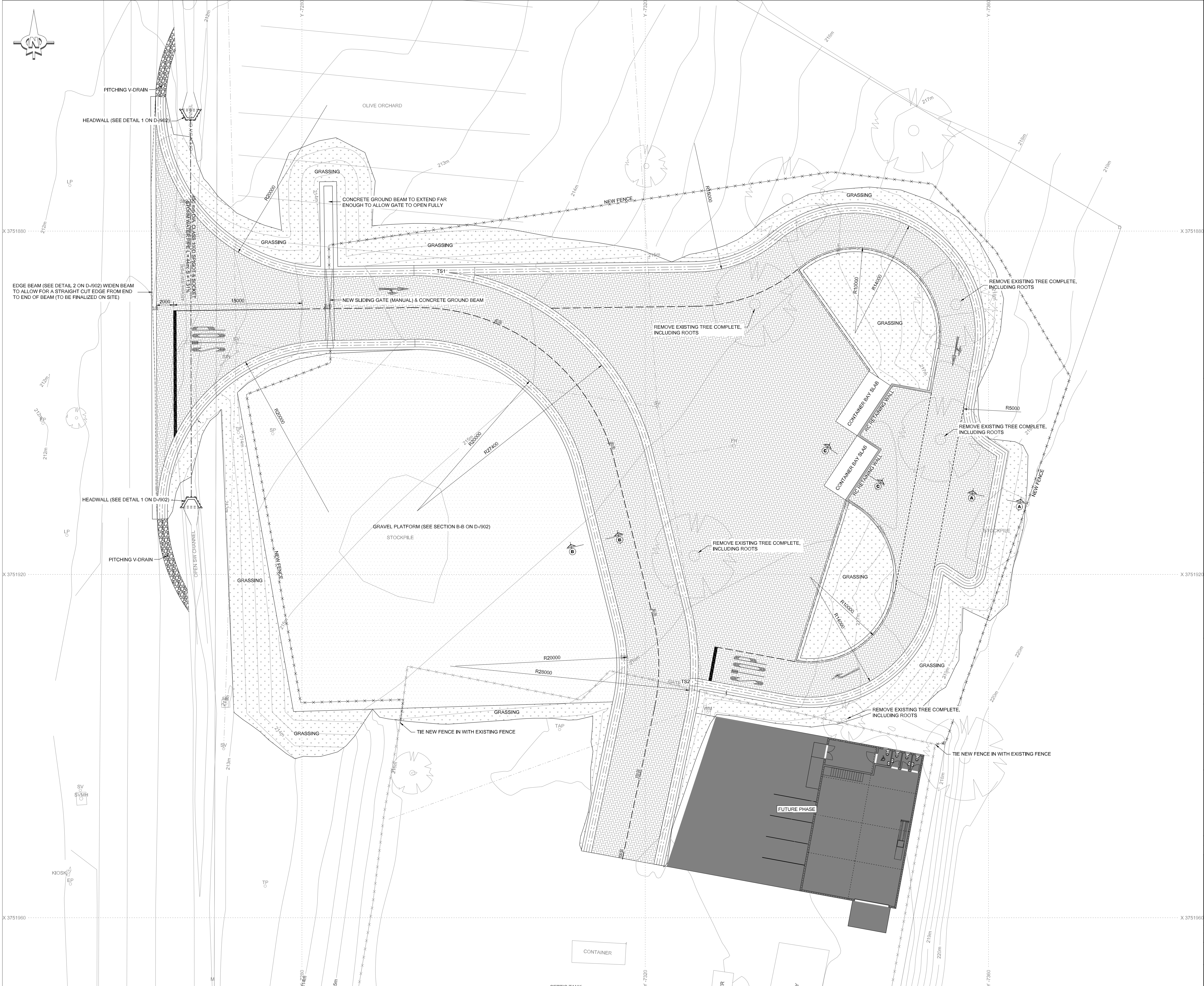
ISSUED BY:

**DIRECTORATE FINANCE
SUPPLY CHAIN MANAGEMENT UNIT
STELLENBOSCH MUNICIPALITY
P O BOX 17
STELLENBOSCH
7599**

PREPARED BY:

**JPCE (Pty) Ltd
P O BOX 931
BRACKENFELL
7560**

Reference No:	B/SM 108/25	
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NOTI

DRAWING STATUS		
	DESCRIPTION	DATE
	FOR APPROVAL	
X	TENDER ONLY	MAY 25
	ISSUED FOR CONSTRUCTION	
	AS BUILT	

[illegible]

CLIENT

STELLENBOSCH
MUNICIPALITY

PROJECT

LA MOTTE DROP-OFF

DRAFTING TITLE

GENERAL LAYOUT

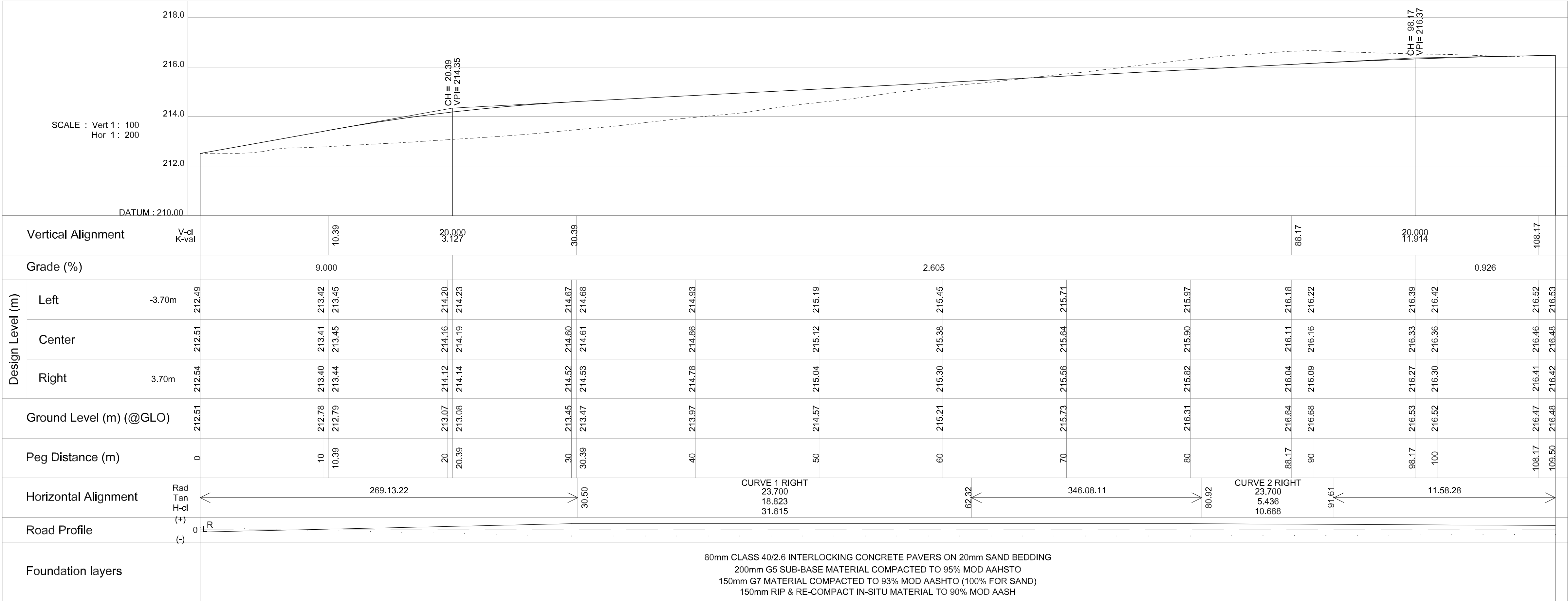
DATE:	FEBRUARY 2025
SCALE:	1:200

SCALE: 1:200



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ENGINEER: J PALM			
DESIGNED: J GENIS		TRACED: W VISSER	
DRAWN: J GENIS		CHECKED: *****	
DRAWING NO. A311/901		REVISION NO.	
CONTRACT NO. B/SM 108/25		REFERENCE NO.	

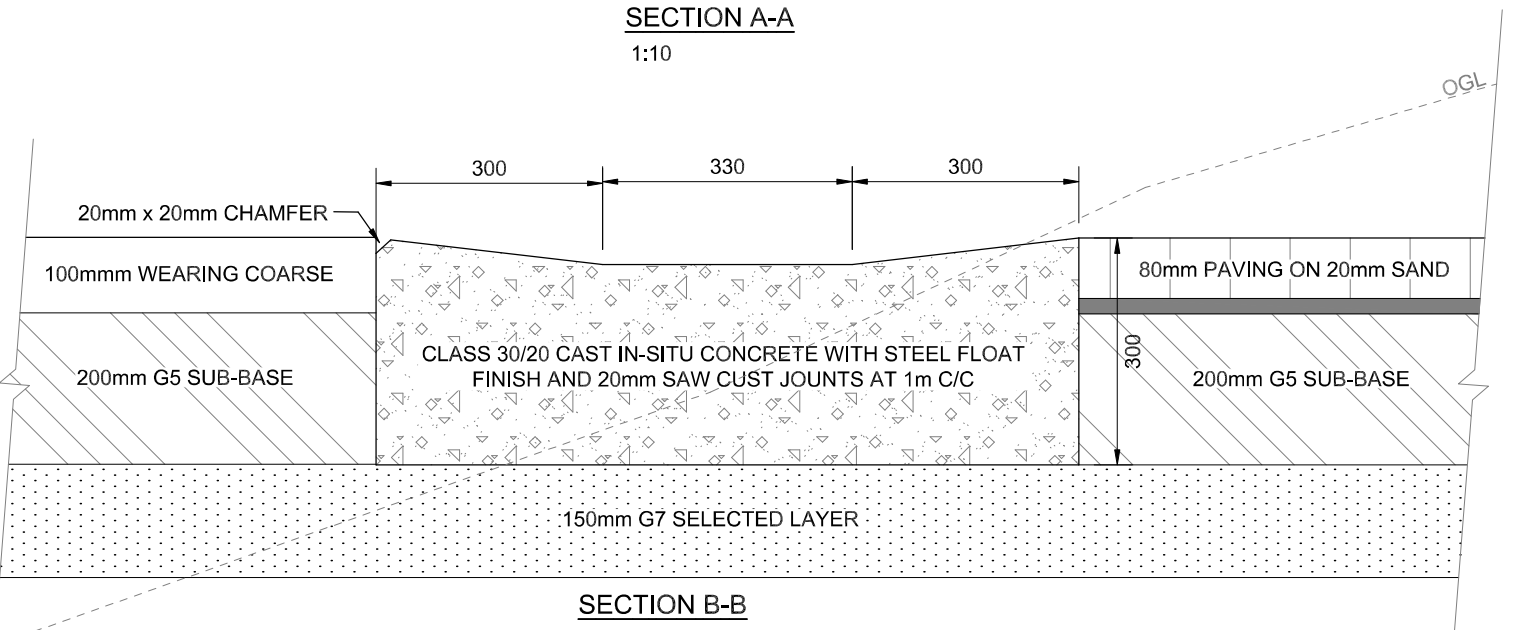
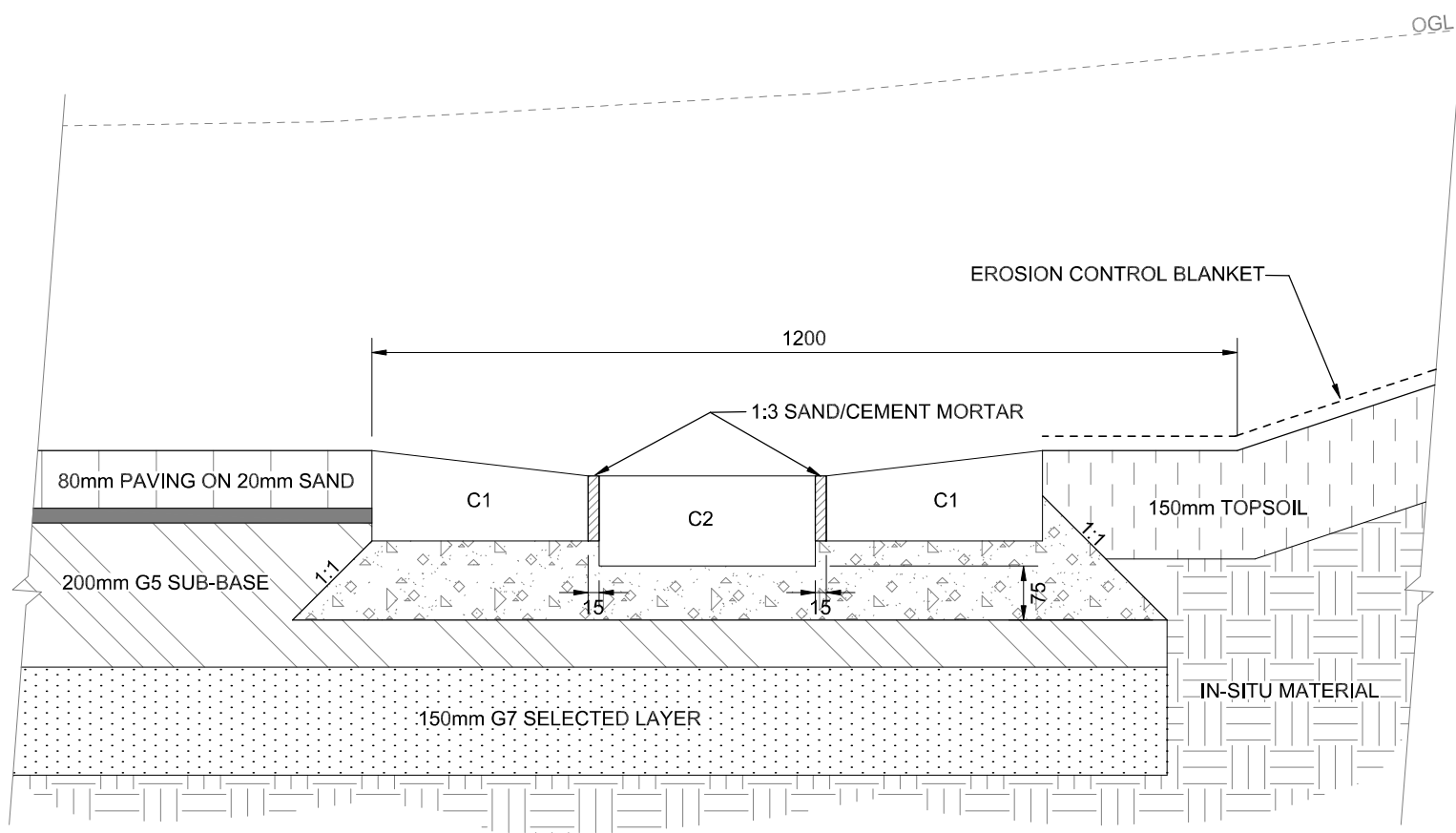


HORIZONTAL ALIGNMENT DATA						
Plno	Name	Y	X	Radius	Tr.In	Tr.Out
1	Start	-7262.610	3751889.318	-	-	-
2	PI1	-7311.931	3751888.649	23.70	0.00	0.00
3	PI2	-7322.202	3751930.265	23.70	0.00	0.00
4	End	-7317.362	3751953.084	-	-	-

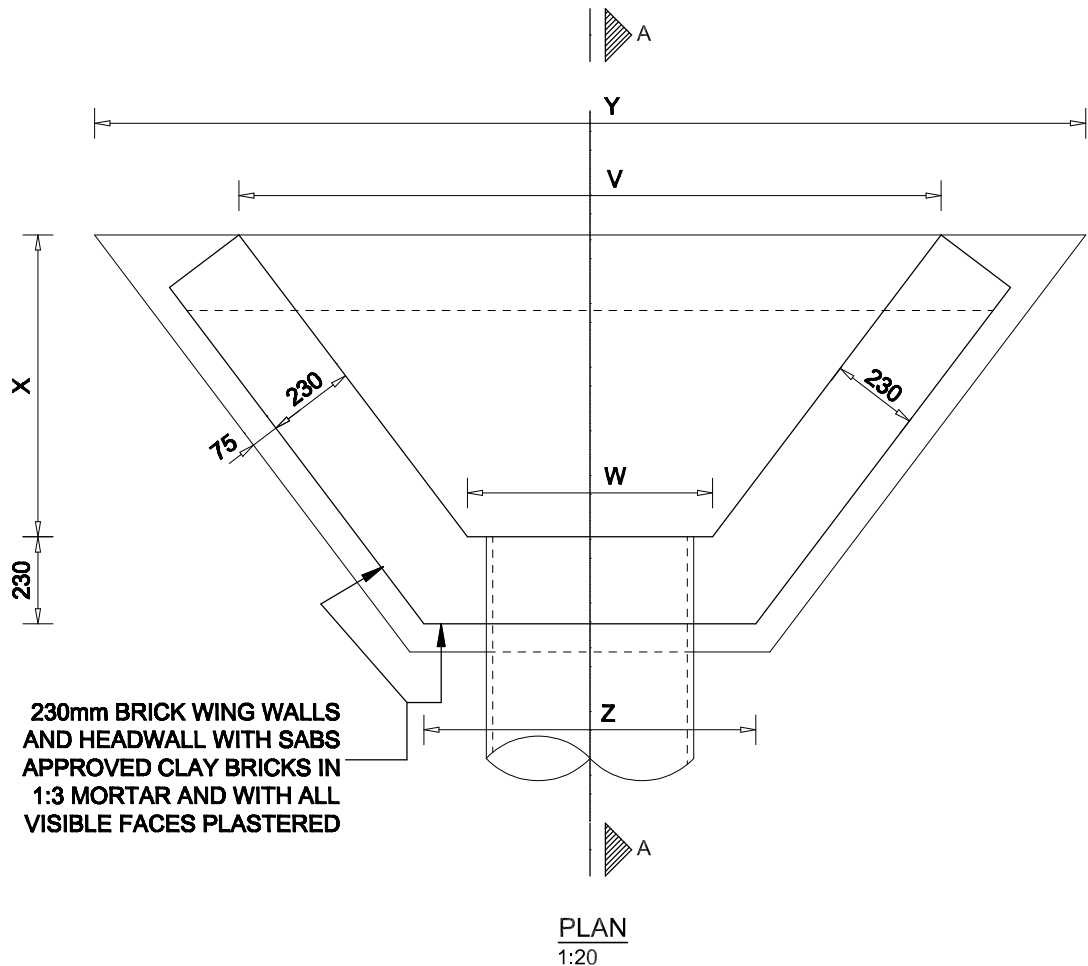
VERTICAL ALIGNMENT DATA						
Peg dist.	Elev.	BVc	EVc	CL	Grade(%)	
0.000	212.511	0.000	0.000	0.00	9.000	
20.389	214.346	10.389	30.389	20.00	2.605	
98.165	216.372	88.165	108.165	20.00	0.926	
109.501	216.477	109.501	109.501	0.00	0.000	

NOTES:

- CONCRETE BACKING AND BEDDING TO CLASS 20/20.
- CAST IN-SITU CHANNELS TO BE CLASS 30/20 CONCRETE.
 - 2.1 20mm DEEP SAW CUT JOINTS AT 1m C/C
 - 2.2 10mm EXPANSION JOINTS AT 10m C/C FILLED WITH JOINTEX, SEALED WITH POLYSUPHIDE.
 - 2.3 CAST ALTERNATIVE SECTIONS.
- PRE-CAST KERBS TO HAVE EXPANSION JOINTS AT 10m C/C, FILL DWITH JOINTEX, SEALED AIITH POLYSULPHIDE.

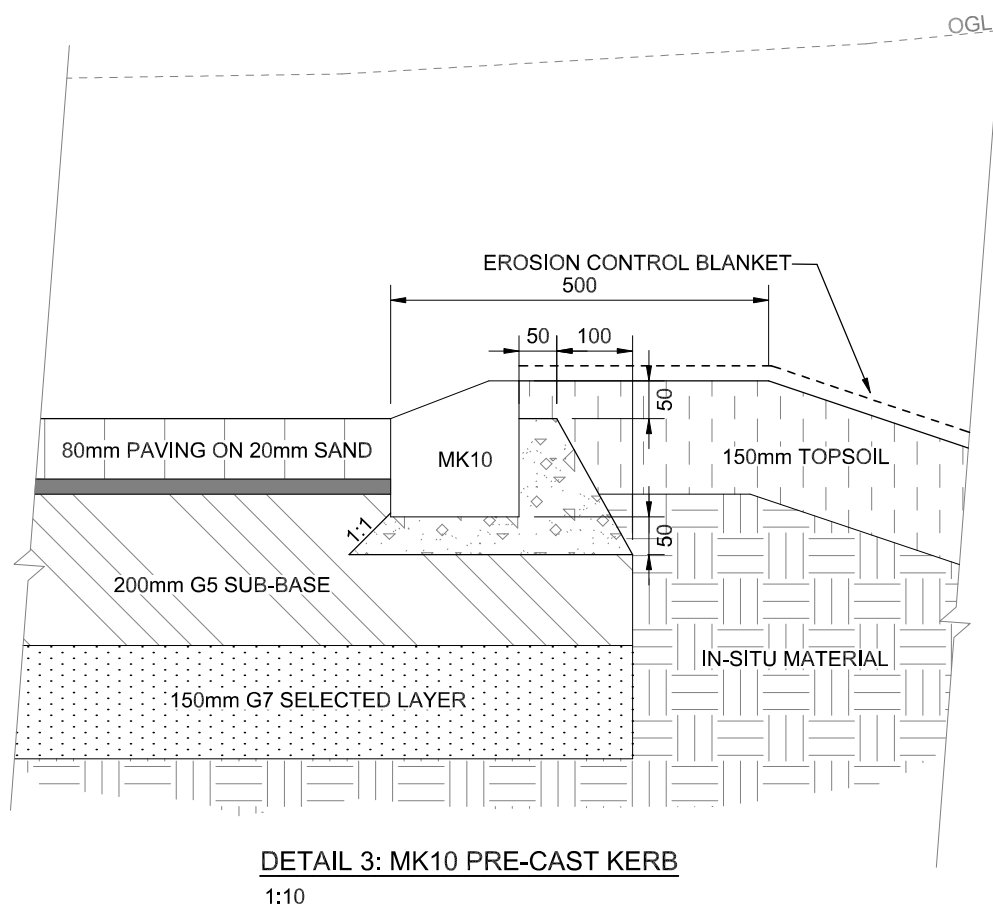
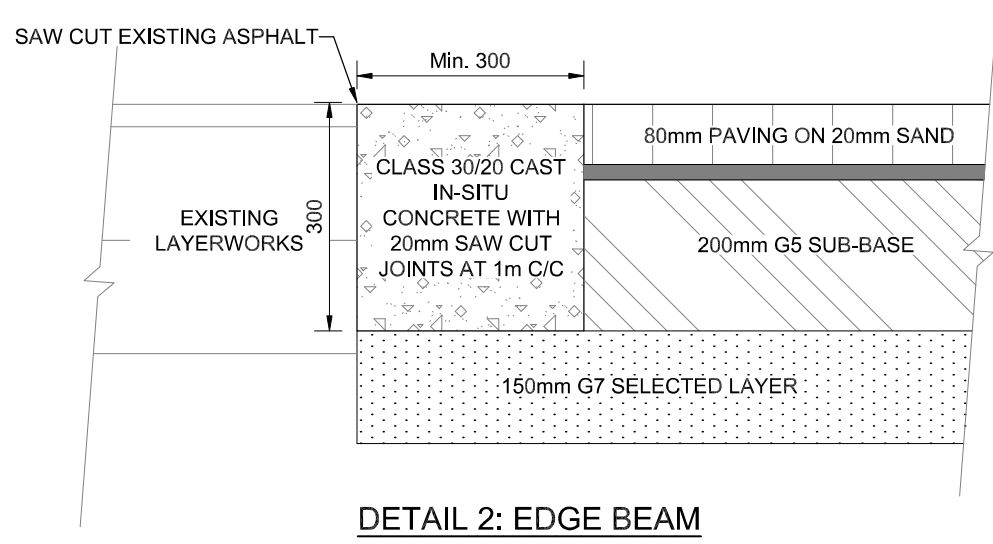
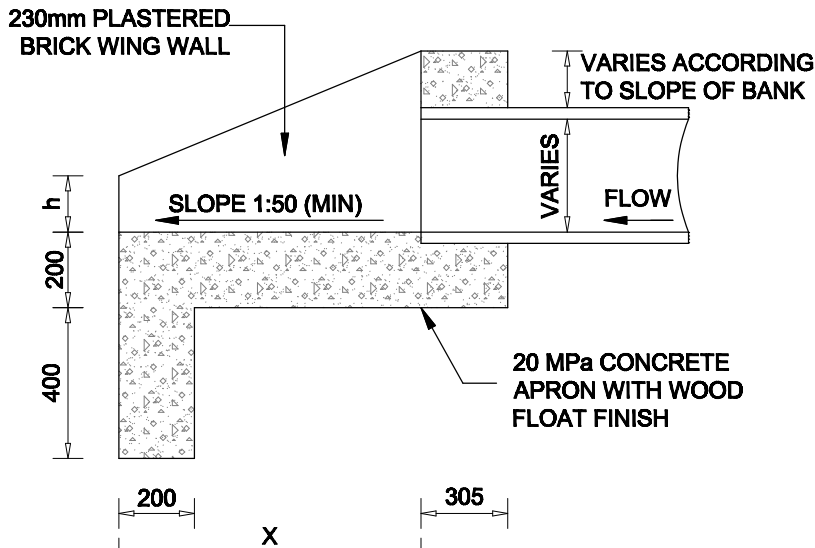


CONCRETE CHANNELS



DETAIL 1: HEADWALL

DIMENSIONS FOR SETTING-OUT PURPOSES							
NOMINAL Ø	X	Y	Z	W	V	h	
300	1000	2430	920	570	1725	260	
375	1000	2510	1000	650	1805	260	
450	1000	2590	1090	730	1885	260	
525	1000	2680	1170	820	1975	350	
600	1200	2990	1250	900	2285	350	
675	1400	3310	1340	990	2505	350	
750	1600	3625	1420	1070	2920	440	
825	1800	3935	1500	1150	3230	440	
900	2000	4255	1590	1240	3550	440	



DETAIL 3: MK10 PRE-CAST KERB

NOTES

DRAWING STATUS

	DESCRIPTION	DATE
	FOR APPROVAL	
X	TENDER ONLY	MAY 25
	ISSUED FOR CONSTRUCTION	
	AS BUILT	

No.	Date	Revision	Initial
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CLIENT

STELLENBOSCH MUNICIPALITY

PROJECT

LA MOTTE DROP-OFF

DRAWING TITLE

ACCESS ROAD LONG SECTION & DETAILS

DATE: FEBRUARY 2025
SCALE: AS SHOWN

JPCE
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ENGINEER: J PALM	TRACED: W VISSER
DESIGNED: J GENIS	CHECKED: *****
DRAWN: J GENIS	
DRAWING NO. A311/902	REVISION NO.
CONTRACT NO. B/SM 108/25	REFERENCE NO.

1. GENERAL

1. THIS SET OF NOTES SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT DRAWINGS OF THE ENGINEER. SPECIFIC NOTES AND DETAILS ON DETAILED DRAWINGS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES. THE ENGINEERS DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS, CONSULTANTS, SPECIALIST DRAWINGS AND THE BILL OF QUANTITIES. DISCREPANCIES SHALL BE REFERRED TO THE ENGINEER PRIOR TO CONSTRUCTION.
- 1.2. GRIDLINES AND SITE BOUNDARIES ARE TO BE SET OUT ON SITE BY A QUALIFIED AND PROFESSIONALLY REGISTERED LAND SURVEYOR (WHO HAS ADEQUATE PROFESSIONAL INDEMNITY COVER) FROM THE ARCHITECTS DRAWINGS.
- 1.3. ALL DETAILS AND DIMENSIONS SHOWN ON THE DRAWINGS ARE SUBJECT TO CONFIRMATION ON SITE AND DURING CONSTRUCTION. ALL DIMENSIONS AND LEVELS TO BE CONFIRMED ON SITE BEFORE ERECTING OF FORMWORK OR CASTING OF CONCRETE.
- 1.4. ALL LEVELS ON DRAWINGS REFER TO THE TOP OF THE CONCRETE, STEEL ETC. UNLESS INDICATED OTHERWISE.
- 1.5. COLUMNS ARE SYMMETRICAL WITH RESPECT TO GRIDLINES, UNLESS INDICATED OTHERWISE.
- 1.6. DIMENSIONS OF BEAMS ARE GIVEN AS WIDTH x DEPTH (DEPTH OF BEAM INCLUDES SLAB THICKNESS WHERE APPLICABLE).
- 1.7. DRAWINGS SHALL NOT BE SCALED. ONLY GIVEN DIMENSIONS TO BE USED.
- 1.8. ALL DETAILS AND DIMENSIONS PERTAINING TO ANY EXISTING STRUCTURES ARE TO BE CONFIRMED ON SITE BY THE CONTRACTOR AND THE ENGINEER IS TO BE INFORMED IMMEDIATELY OF ANY UNEXPECTED ASPECTS PERTAINING TO THEM.
- 1.9. ALL CONSTRUCTION METHODS AND MATERIALS USED ARE TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF SANS 10400 AND SANS 2001 AND ALL OTHER APPLICABLE SANS CODES OF PRACTICE. A NON-INCLUSIVE LIST FOLLOWS:
- (i) SANS 2001-CC1 (2012) : CONCRETE WORKS (STRUCTURAL)
- (iii) SANS 2001-CC2 (2007) : CONCRETE WORKS (MINOR WORKS)
- (iv) SANS 2001-CM1 (2012) : MASONRY WALLING
- (v) SANS 2001-CM2 (2011) : STRIP FOOTINGS, PAD FOOTINGS FOR MASONRY WALLING ETC.
- (vi) SANS 2001-CS1 (2012) : STRUCTURAL STEELWORK
- ALL SPECIFICATIONS MENTIONED IN THE NOTES, ON THE DRAWINGS AND THE PROJECT SPECIFICATION, SHALL BE AVAILABLE ON SITE AT ALL TIMES.
- 1.10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT HE UNDERSTANDS AND COMPLIES WITH ALL RELEVANT ENGINEERING DRAWINGS AND SPECIFICATIONS AND IS ADEQUATELY EXPERIENCED TO UNDERTAKE ALL ASPECTS OF THE WORK SAFELY.
- 1.11. ALL PRODUCTS SPECIFIED FOR USE ARE TO BE USED STRICTLY ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS AT ALL TIMES.
- 1.12. THE CHARACTERISTICS OF EXPANSION JOINTS ARE AS FOLLOWS:
- | | |
|---------------------------|-----------------|
| ORIGINAL JOINT WIDTH | : 10mm (U.N.O.) |
| POSSIBLE CLOSING OF JOINT | : 10mm |
- 1.13. JOINTS, INDICATED IN SLABS AND BEAMS, ARE ALSO TO BE CONSTRUCTED IN BRICK WALLS, SCREEDS AND FINISHES.
- 1.14. EXPANDED JOINTS FILLED WITH 10mm CLOSED CELL EXPANDED POLYETHYLENE STRIP UNLESS NOTED OTHERWISE.
- 1.15. PROVISIONS FOR PROPS UNDER SLABS AND BEAMS (TEMPORARY WORKS): THE CONTRACTOR MUST ENSURE THAT BEAMS AND/OR SLABS HAVE SUFFICIENT STRENGTH AND/OR ARE ADEQUATELY PROPPED TO CARRY CONSTRUCTION LOADS FROM ABOVE. THIS & OTHER TEMPORARY WORKS REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.
- 1.16. THE CONTRACTOR IS AT ALL TIMES FULLY RESPONSIBLE FOR QUALITY CONTROL ON SITE ENSURING STRICT COMPLIANCE WITH ALL DRAWINGS, DETAILS AND SPECIFICATIONS ISSUED FOR CONSTRUCTION BY THE PROFESSIONAL TEAM.
- 1.17. THE CONTRACTOR TO COMPLY AT ALL TIMES WITH ALL RELEVANT MUNICIPAL REGULATIONS, CONDITIONS OF APPROVAL AND BYLAWS IN THE AREA OF THE SITE AND IS TO ENSURE THAT HE HAS A SET OF APPROVED BUILDING PLANS ON SITE AT ALL TIMES.
- 1.18. STORAGE OF CEMENT: CEMENT SHALL NOT BE STORED FOR LONGER PERIODS THAN 6 WEEKS WITHOUT THE APPROVAL OF THE ENGINEER.
- 1.19. PRODUCTS DIFFERENT TO THOSE SPECIFIED MAY BE USED WITH THE ENGINEER'S PRIOR APPROVAL.
- 1.20. REFER TO RELEVANT SERVICES DRAWINGS FOR DRAINAGE DETAILS.
- 1.21. ALL INSTRUCTIONS FROM THE ENGINEER SHALL BE WRITTEN IN THE SITE INSTRUCTION BOOK & SIGNED BY THE ENGINEER.
- 1.22. REFER TO THE PROJECT'S SPECIFIC HEALTH AND SAFETY SPECIFICATIONS.
- * U.N.O. - UNLESS NOTED OTHERWISE

3. FOUNDING

- 3.1) FOUNDATION EXCAVATIONS TO BE INSPECTED BY THE ENGINEER PRIOR TO THE CASTING OF THE BLINDING LAYER. IF THE FOUNDING MATERIAL IS NOT APPROVED BY THE GEOTECHNICAL ENGINEER & SIGNED OFF IN WRITING BY THE ENGINEER, THE CONTRACTOR IS TO EXCAVATE TO A LEVEL AS APPROVED BY THE ENGINEER.
- 3.2) THE ENGINEER SHALL BE NOTIFIED IN GOOD TIME (min. 48 HOURS) TO INSPECT ALL FOUNDATIONS PRIOR TO CASTING OF FOOTINGS.
- 3.3) DESIGN ALLOWABLE BEARING PRESSURE 150KPa. ALSO REFER TO THE GEOTECHNICAL REPORT FOR EXPECTED FOUNDING LEVELS.
- 3.4) ALL FOUNDATIONS TO BE BUILT ON FIRM IN-SITU MATERIAL. NO FOUNDING ON FILL MATERIAL. SHOULD UNSUITABLE BEARING MATERIAL BE FOUND AT THE SPECIFIED FOUNDING LEVEL, EXCAVATE DEEPER AND BACKFILL WITH MASS CONCRETE. ENGINEER TO ADVISE.
- 3.5) ALL FOUNDATION EXCAVATIONS TO BE BELOW ANY SIGNS OF ORGANIC MATERIAL OR ROOTS ETC.
- 3.6) THE TOP LEVEL OF ALL FOUNDATIONS TO BE AT LEAST 340mm BELOW FINAL OUTSIDE GROUND LEVEL OR FINISHED FLOOR LEVEL, WHICHEVER IS THE LOWER.
- 3.7) THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF ALL DEEP EXCAVATIONS AND FOR ERECTING READY FENCE AND OR HOARDING AROUND THE SITE TO PREVENT ENTRY AFTER WORKING HOURS AND THE GENERAL SAFETY OF THE SITE AT ALL TIMES.
- 3.9) A 50mm THICK BLINDING LAYER OF CLASS 15 MPa/19 mm CONCRETE SHALL BE CAST UNDER ALL REINFORCED CONCRETE FOUNDATIONS OF THE STRUCTURE.
- 3.10) FOR A SLOPING SITE, IT IS STRONGLY ENCOURAGED THAT FOUNDATION CONSTRUCTION FOLLOW A LOWER - TO - UPPER LEVEL SEQUENCE TO AVOID UNDERPINNING AT LOCATIONS OF SUDDEN LEVEL DIFFERENCE.
- 3.11) WHERE A NEW BUILDING, OR PARTS THEREOF, IS TO BE CONSTRUCTED ON AN AREA WHERE DEMOLITION OF AN EXISTING BUILDING WAS NECESSARY, ALL EXISTING FOUNDATIONS, FOUNDATION BRICKWORK AND/OR ANY BUILDING REMAINS SHOULD BE COMPLETELY REMOVED BEFORE NEW FOUNDATION CONSTRUCTION CAN COMMENCE.

4. CONCRETE

1. ALL STRUCTURAL USE OF CONCRETE TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF:
- (i) SANS 10100 : THE STRUCTURAL USE OF CONCRETE PART 1: DESIGN
- (ii) SANS 10100 : THE STRUCTURAL USE OF CONCRETE PART 2: MATERIALS AND EXECUTION OF WORK
- 4.2) CONCRETE GRADE (U.N.O. ON RELEVANT CONCRETE DRAWINGS):
- | | |
|------------------------|--------------|
| BLINDING | - 15MPa/19mm |
| CAVITY FILL | - 25MPa/7mm |
| STRIP FOOTINGS | - 20MPa/19mm |
| RC BASES/ PAD FOOTINGS | - 40MPa/19mm |
| APRONS | - 40MPa/19mm |
| SURFACE BEDS, WALKWAYS | - 40MPa/19mm |
| RC BEAMS | - 40MPa/19mm |
| RC COLUMNS | - 40MPa/19mm |
| RC SLABS | - 40MPa/19mm |
| RC WALLS | - 40MPa/19mm |
- 4.3) CONCRETE MIXES NOT TO CONTAIN SLAG UNLESS THE ENGINEER HAS GIVEN WRITTEN PERMISSION. CONCRETE MIX DESIGNS TO BE APPROVED BY ENGINEER.
- 4.4) CONCRETE CUBE TESTS TO BE CARRIED OUT ON ALL POURS AS PER RELEVANT SANS 2001 REQUIREMENTS WITH SPECIFIC REFERENCE TO SAMPLING FREQUENCY.
- 4.5) ALL CASTING PROCEDURES, CONSTRUCTION METHODS AND POSITIONS OF CONSTRUCTION JOINTS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF THE PROJECT.
- 4.6) CURING AND PROTECTION OF CONCRETE: THE CONTRACTOR MUST SUBMIT A METHOD STATEMENT FOR THE CURING, CURING PERIOD, PROTECTION AND PROPOSED STRIPPING TIMES OF THE VARIOUS CONCRETE ELEMENTS TO THE ENGINEER (FOR APPROVAL) PRIOR TO THE COMMENCEMENT OF THE PROJECT.
- ACCEPTED CURING METHODS (DEPENDING ELEMENT TYPE) ARE:
- (i) PONDING THE EXPOSED SURFACE WITH WATER
- (ii) COVERING THE EXPOSED SURFACE WITH MOISTURE RETAINING MATERIAL, AND KEEPING IT WET
- (iii) CONTINUOUSLY SPRAYING THE EXPOSED SURFACE WITH WATER
- (iv) COVERING THE CONCRETE WITH WATERPROOFING OR PLASTIC SHEETING
- (v) USE OF AN APPROVED CURING COMPOUND APPLIED IN ACCORDANCE TO THE MANUFACTURES SPECIFICATION
- ACCEPTED CURING TIMES ARE:
- (i) IN-SITU SLABS AND BEAMS - 7 DAYS
- (ii) COLUMNS AND RC WALLS - 14 DAYS
- 4.7) NO KICKERS FOR WALLS AND COLUMNS WILL BE ALLOWED.
- 4.8) ONLY OPENINGS FOR SERVICES LARGER THAN 100mm DIA. OR 100 x 100mm ARE SHOWN ON STRUCTURAL DRAWINGS. THE CONTRACTOR MUST CONSULT DRAWINGS OF SERVICES CONSULTANTS FOR OPENINGS SMALLER THAN THE ABOVE-MENTIONED. THE CONTRACTOR SHALL ENSURE ALL SLEEVES, OPENINGS AND EMBEDDED ITEMS FOR SERVICES HAVE BEEN PLACED AND PROVIDED FOR ACCORDING TO THE LATEST DRAWINGS OF ALL DISCIPLINES PRIOR TO CASTING OF CONCRETE. THE CONTRACTOR MUST OBTAIN PERMISSION FROM THE ENGINEER BEFORE ANY OPENING OR SERVICE LARGER THAN 100mm DIA. OR 100 x 100mm WHICH ARE NOT INDICATED ON THE DRAWINGS, MAY BE INTRODUCED THROUGH ANY STRUCTURAL ELEMENT.
- 4.9) NO HOLES OR CHASE, OTHER THAN THOSE SHOWN ON THE DRAWINGS, (TO BE DONE SO) OR APPROVED BY THE STRUCTURAL ENGINEER, SHALL BE CUT OR FORMED IN ANY WAY.
- 4.10) REFER TO ARCHITECTS DRAWINGS AND SPECIFICATIONS FOR FINISHES , GROOVES, CHAMFERS, ETC. ALL SMOOTH SURFACE CONCRETE EDGES SHALL HAVE 25x25 CHAMFERS U.N.O.
- 4.11) THE CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY SUPPORT WORK, THIS INCLUDE THE PROPPING AND BACK PROPPING OF ALL SLABS. THE CONTRACTOR SHALL SUBMIT A METHOD STATEMENT OF HIS PROPPING AND BACK PROPPING PROCEDURES TO THE ENGINEER PRIOR TO THE START OF THE PROJECT.
- 4.12) SLABS SHALL NOT BE USED FOR STORAGE OF ANY MATERIAL..
- 4.13) NO BRICK WALLS ARE TO BE BUILT ON ANY FLOOR SLABS BEFORE THE SLABS HAVE REACHED THEIR 80% DESIGN STRENGTH. PROPPING UNDERNEATH SLABS AND BEAMS SHALL BE COMPLETELY REMOVED.

5. REINFORCEMENT

- 5.1) ALL REINFORCEMENT TO BE CHECKED AND APPROVED BY THE ENGINEER BEFORE CASTING CONCRETE.
- 5.2) THE ENGINEER IS TO BE GIVEN A MINIMUM OF 48 HOURS NOTICE BEFORE REINFORCEMENT INSPECTIONS. THE ENGINEER SHALL ONLY INSPECT REINFORCEMENT AFTER THE CONTRACTOR SIGNED THE REINFORCEMENT OFF AS READY FOR CASTING. THIS WILL REQUIRE ALL REINFORCEMENT TO BE COMPLETELY FIXED IN POSITION, FORMWORK IS CLEAN AND SPACERS ARE IN POSITION.
- 5.3) BENDING SCHEDULES AND FIXING DETAILS FOR REINFORCEMENT WILL BE ISSUED IN ACCORDANCE WITH THE CONTRACTOR'S CONSTRUCTION PROGRAM AND PROGRESS ON SITE.
- 5.4) MINIMUM CONCRETE COVER TO REINFORCEMENT (UNLESS SPECIFIED DIFFERENTLY IN BENDING SCHEDULES OR ON DRAWINGS):
- | | |
|------------|--|
| RC BASES | - 50mm (TOP & SIDES),
- 75mm (BOTTOM) |
| RC BEAMS | - 40mm (BOTTOM & TOP TO STIRRUPS),
- 40mm (SIDES TO STIRRUPS) |
| RC COLUMNS | - 40mm (TO STIRRUPS) |
| RC SLABS | - 40mm (SIDES),
- 40mm (BOTTOM & TOP) |
| RC WALLS | - 40mm |
- MINIMUM COVER TO REINFORCEMENT TO BE MAINTAINED BY CONCRETE BLOCKS WITH WIRE TIES OR PVC SPACERS.
- 5.5) THE CONTRACTOR MUST TAKE PARTICULAR CARE TO ENSURE THAT THE SPECIFIED CONCRETE COVER TO ALL REINFORCEMENT HAS BEEN ATTAINED THROUGHOUT AND ALL REBAR IS SECURELY AND NEATLY FIXED BEFORE THE ENGINEER IS CALLED TO UNDERTAKE REBAR INSPECTIONS.
- 5.6) ALL CONCRETE IS TO BE MECHANICALLY VIBRATED AND COMPACTED.
- 5.7) IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL REINFORCEMENT AND COVER BLOCKS ARE CORRECTLY AND ACCURATELY FIXED, AND REMAIN IN PLACE DURING POURING.
- 5.8) THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY CONCRETE CAST WHERE HE WAS NOT NOTIFIED TO CARRY OUT A REINFORCEMENT INSPECTION VISIT.
- 5.9) NO HEAT TREATMENT, FLAME CUTTING OR CUTTING OF STEEL WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER SHALL BE ALLOWED.
- 5.10) BEND-OUT BARS AT CONSTRUCTION JOINTS SHALL BE BENT OUT USING A SUITABLE PIPE SO THAT NO KINK IS FORMED IN THE BAR.
- 5.11) WHERE NOT SPECIFIED, DOWEL BARS SHALL BE DOWELED IN A MINIMUM OF 40 x DOWEL (Ø) DIAMETER

- 5.12) WHERE NOT SPECIFIED, THE FOLLOWING GROUTS MAY BE USED FOR DOWEL BARS (AS PER THE SUPPLIERS WRITTEN INSTRUCTIONS AND INSTALLATION PROCEDURES):
- VERTICAL DOWELS:
- HILTI HIT-HY 150
 - FISHER FIS EM
 - ABE EPIDERMIX 395
 - SIKADUR 31
 - PRO-STRUCT 618/632
- HORIZONTAL DOWELS:
- HILTI HIT-HY 150
 - ABE EPIDERMIX 396
 - SIKADUR 31
 - PRO-STRUCT 617
- VERTICAL DOWELS UPSIDE DOWN:
- SIKADUR 31
 - PRO-STRUCT 617
- 5.13) ALL REINFORCEMENT LAPS = MINIMUM 50 x BAR (Ø) DIAMETER (UNLESS LAP IS DIMENSIONED).
- 5.14) PROVIDE 600mm LONG Y10 REINFORCEMENT BARS AT 300mm c/c IN THE CENTER OF FOUNDATION WALLS. FULLY GROUTED WITH 15MPa/7mm CONCRETE. REFER FOUNDATION SECTIONS.

6. BRICKWORK

- LAYOUT OF ALL BRICKWORK TO ARCHITECT'S DRAWINGS.
- 6.2) ALL BRICKWORK TO COMPLY AND TO BE BUILT IN ACCORDANCE WITH SANS 10164, SANS 10400 AND THE NHBCR HOME BUILDING MANUALS (PART 1 & 2).
- 6.3) CLAY BRICKS TO COMPLY TO SANS 227: BURN'T CLAY MASONRY UNITS. CLAY BRICKS TO HAVE A NOMINAL COMPRESSIVE STRENGTH IN ACCORDANCE WITH SANS 987 (14 MPa NFP ABOVE GROUND, 14 MPa NFP BELOW GROUND). BRICKS TO BE AT LEAST 28 DAYS OLD WHEN DELIVERED TO SITE. ALL BRICKS ARE TO BE SANS APPROVED. SANS CERTIFICATES OTHER THAN THREE (3) MONTHS WILL NOT BE ACCEPTABLE.
- 6.4) ALL BRICK UNITS TO HAVE A NOMINAL COMPRESSIVE STRENGTH OF 21MPa AND LAID IN CLASS II MORTAR.
- 6.5) BRICKWORK DETAILS:
- | | |
|--------------------------------|----------------------|
| MINIMUM DIAMETER OF BRICKFORCE | - 2.8mm |
| MATERIAL PROPERTY | - COMMERCIAL QUALITY |
| LAP LENGTH (MIN) | - 250mm |
- BRICKFORCE SPACING: (TYPICAL FOR ALL MASONRY UNLESS SHOWN OTHERWISE ON SECTIONS)
- | | |
|-------------------------------|---|
| RIISING BRICKWORK | - EVERY COURSE |
| NORMAL BRICKWORK | |
| 180mm WALLS | - EVERY COURSE |
| 230mm CAVITY WALLS | - EVERY 2nd COURSE |
| 250mm SHEAR WALLS | - EVERY 2nd COURSE |
| DIRECTLY OVER OPENINGS | - EVERY COURSE FOR 5 COURSES (EXTENDING 500mm EITHER SIDE OF OPENING) |
| BELOW FLOOR SLAB SOFFIT, | - EVERY COURSE FOR 2 COURSES BELOW |
| EAVE BEAMS AND WALL PLATE LVL | |
- BRICKFORCE WIDTHS:
- | | |
|---|------------------------------|
| CAVITY WALLS (FOUNDATION WALLS) | - 150mm WIDE |
| CAVITY WALLS (ABOVE GROUND FLOOR LEVEL) | - 75mm WIDE (PER BRICK SKIN) |
| 230mm WALLS/250mm SHEAR WALL | - 150mm WIDE |
- 6.6) USE Ø 3.15mm METAL BUTTERFLY TYPE (GALV.) WALL TIES 2.5 TIES/m² (MAX. 750mm HORIZONTAL, 340mm VERTICAL) SPACING) AS PER SANS 10400 IN STANDARD CAVITY WIDTHS. REFER DETAILED SECTIONS FOR WALL TIE SPECIFICATIONS FOR CAVITY WIDTHS OTHER THAN STANDARD. ALL METAL WALL TIES AS PER SANS 28 STANDARD.
- 6.7) ALL BRICKWORK ABUTTING REINFORCED CONCRETE OR STEEL MEMBERS SHALL BE TIED TO THE ELEMENT BY MEANS OF 32 x 1.2mm GALVANIZED HOOP-IRON STRAPS SHOT-FIRED TO ELEMENT THROUGH 10mm JOINTS AT A MAXIMUM SPACING OF EVERY 4th COURSE (340mm). HOOP-IRON TO BE BUILT-IN A MINIMUM OF 500mm INTO BRICKWORK.
- SECTION - TYPICAL FIXING DETAIL
BRICKWORK - TO - CONCRETE

SECTION - TYPICAL FIXING DETAIL
BRICKWORK - TO - STEEL
- 6.8) ALL WALL TIES, BRICK ANCHORS AND STRIPS SHALL BE HOT DIP GALVANIZED OR STAINLESS STEEL.
- 6.9) ALL INTERNAL NON-LOAD BEARING BRICKWORK TO STOP 10mm (U.N.O.) BELOW SOFFIT OF SLABS AND SEALED IN ACCORDANCE WITH THE ARCHITECTURAL AND ACOUSTIC ENGINEERING SPECIFICATIONS.
- 6.10) ALL LINTELS TO COMPLY WITH AND TO BE BUILT TO SANS 1594-1990.
- 6.11) PRECAST LINTELS WITH A MINIMUM OF 4 COURSES OF BRICKWORK OVER WITH CONTINUOUS BRICKFORCE IN THE LOWER 2 COURSES (EXTENDING 500mm EITHER SIDE OF OPENING) OVER EVERY OPENING NOT EXCEEDING 3m.
- 6.12) ALL CHASING TO COMPLY TO NHBCR HOME BUILDING MANUAL (PART 1 & 2).
- 6.13a) SLIP JOINT CONDITION 1:
- PROVIDE 2 LAYERS OF 250 MICRON DPC WHERE LOADBEARING BRICKWORK WILL BE IN CONTACT WITH NEWLY POURED WET CONCRETE.
- 6.14) ALL LOADBEARING BRICKWORK SHOULD BE BUILT BEFORE FORMWORK AND CASTING OF CONCRETE COMMENCE. LOADBEARING BRICKWORK SHOWN ON PLANS AS PER THE FOLLOWING:

- PLAN - 230mm WALL

PLAN - CAVITY WALL

- 7.2) PROVIDE 10mm JOINTEX (33kg/m² DENSITY) ISOLATION JOINTS AROUND ALL CONCRETE COLUMNS AND AGAINST BRICK WALLS. ALL ISOLATION AND EXPANSION JOINTS TO BE SEALED WITH A BEAD OF POLY-SULPHIDE (OR AS PER ARCHITECT'S PROJECT SPECIFICATION).
- 7.3) SAW-CUT JOINTS TO BE DONE AS SOON AS CONCRETE IS FIRM ENOUGH NOT TO DAMAGE THE EDGES. JOINTS NORMALLY SAWN WITHIN 4 TO 48 HOURS AFTER PLACING OF CONCRETE. CUT A TEST SECTION - IF AGGREGATE DOES NOT COME LOOSE, CONTINUE. TOO LATE CUTTING OF SAW JOINTS WILL NOT BE ACCEPTED.
- CUTTING SEQUENCE TO BE AS FOLLOWS: START CUTTING IN MIDDLE OF SLAB, AND WORK OUTWARDS. JOINTS TO BE REPEATED IN FINISHES.
- 8. STRUCTURAL STEELWORK:**
- 8.1) ALL STRUCTURAL STEELWORK SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH SANS 2001-CS 1 (2012).
- 8.2) - WELDS SHALL CONFORM TO SANS 10004 SPECIFICATIONS.
- WHERE NO WELD SIZES ARE SHOWN, THE MINIMUM WELD SIZE SHALL BE TO TRANSFER THE FULL FORCE THAT CAN BE DEVELOPED IN CONNECTED MEMBERS THROUGH THE CONNECTION.
- WHEN USING ELECTRIC ARC WELDING, ALL ELECTRODES SHALL BE E7018. FOR ANY OTHER WELDING PROCESS TO BE USED, THE CONTRACTOR SHALL APPLY, IN WRITING, FOR THE APPROVAL FROM THE ENGINEER FOR THE ELECTRODES TO BE USED.
- ALL BUTT WELDS SHALL DEVELOP THE FULL STRENGTH OF THE ELEMENTS JOINED.
- ALL SPICES SHALL DEVELOP THE FULL STRENGTH OF THE ELEMENTS JOINED.
- WELDING SHALL ONLY BE PERFORMED BY CODED WELDERS.
- SUITABLY QUALIFIED AND EXPERIENCED WELDERS USING PROPER EQUIPMENT IN A GOOD - CONDITION SHALL DO SITE WELDING WHEN REQUIRED.
- THE CONTRACTOR SHALL DESIGN ALL WELDS AND, WHERE NECESSARY, GUSSETS OF SUFFICIENT STRENGTH SHALL BE PROVIDED TO OBTAIN THE REQUIRED WELD LENGTH TO ENSURE THE FULL STRENGTH OF THE CONNECTION.

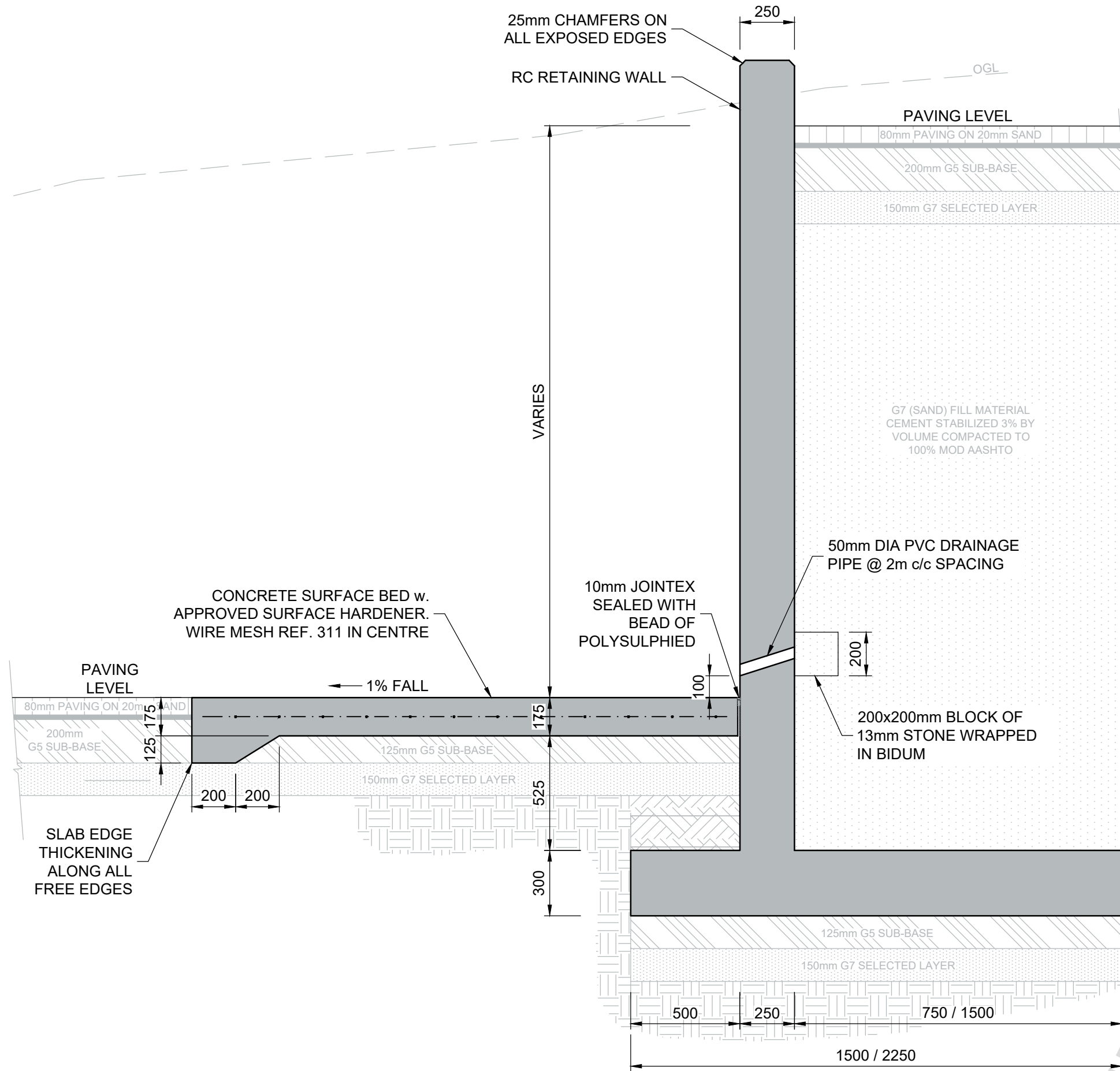
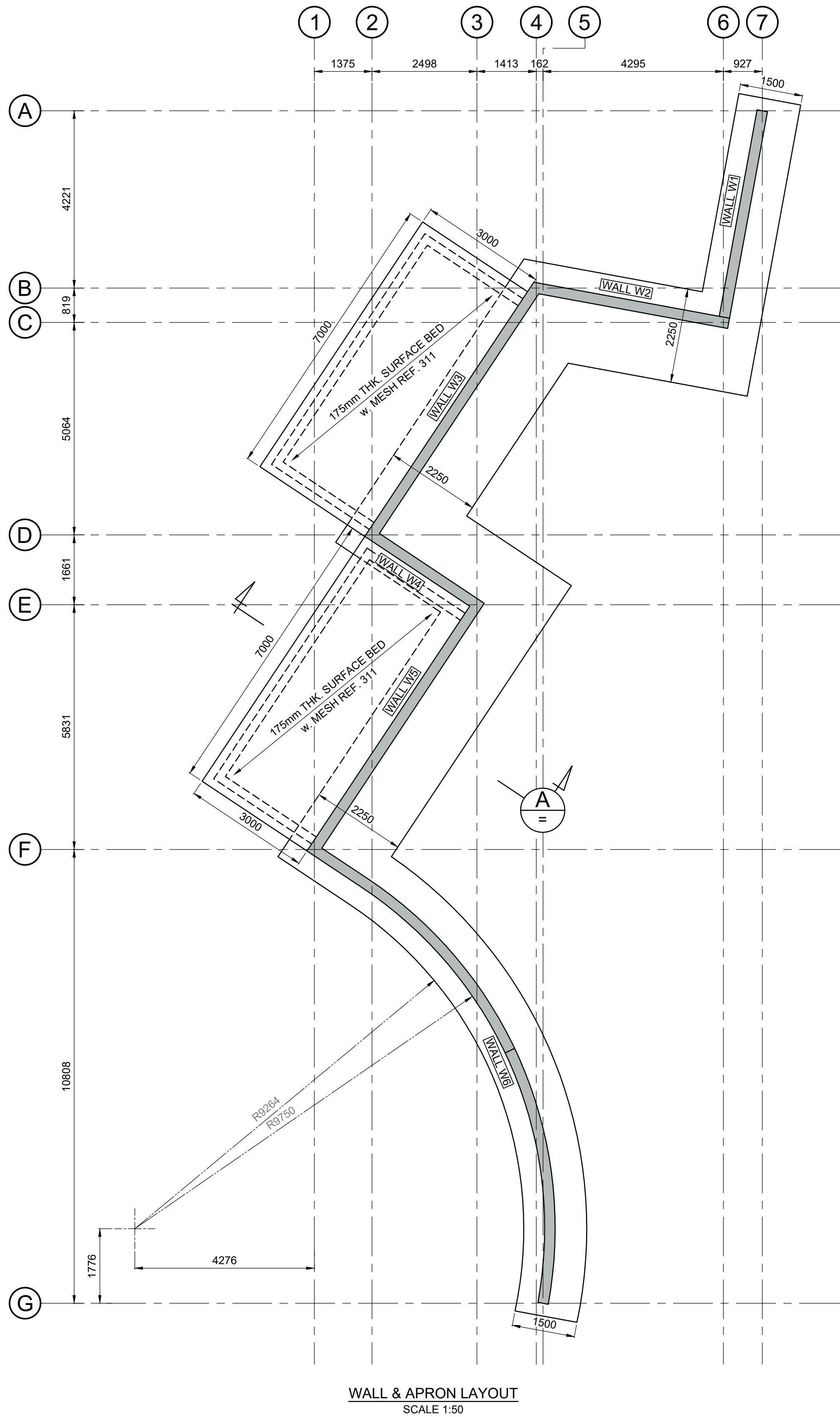
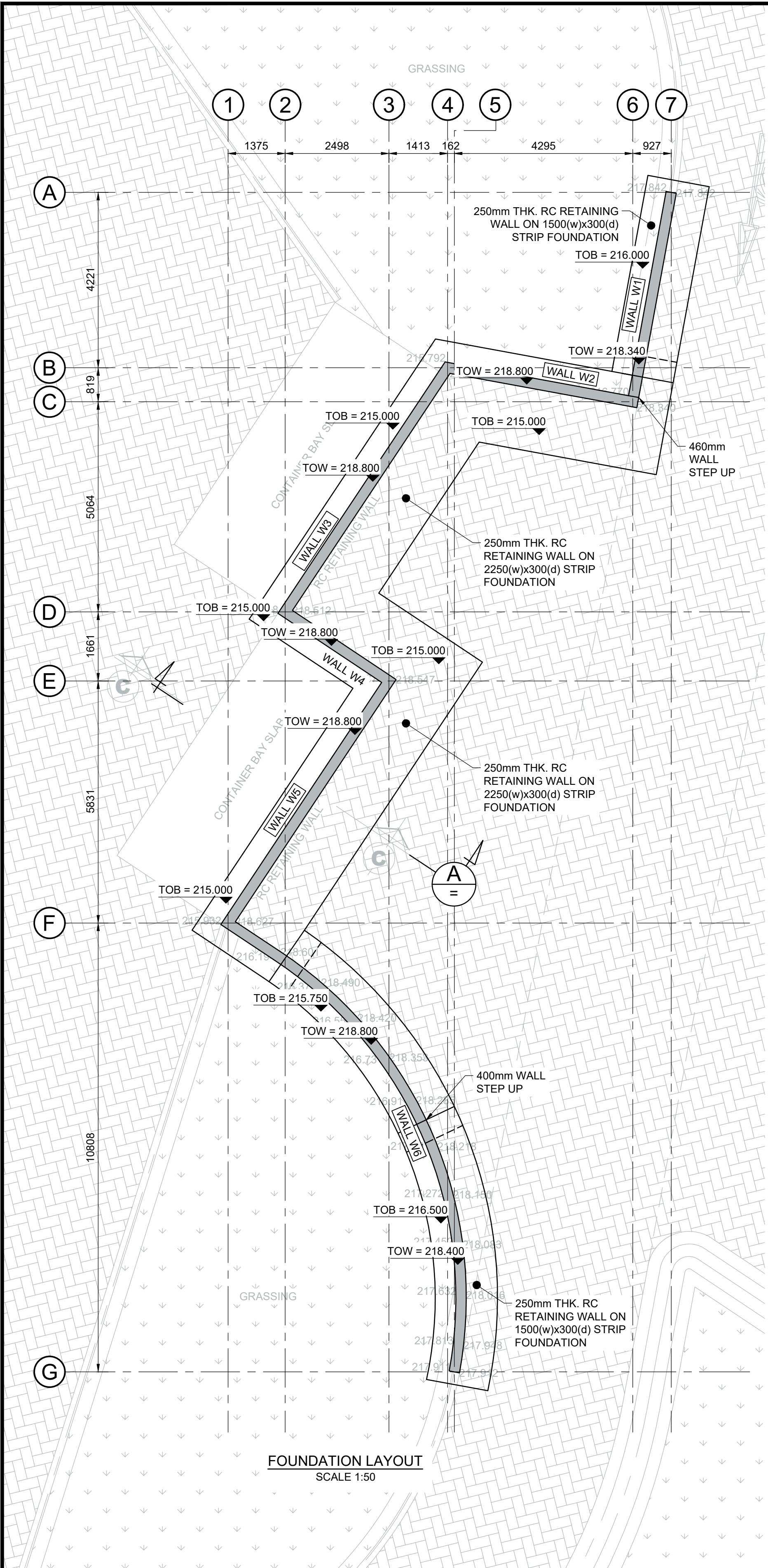
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- THE CONTRACTOR SHALL DESIGN ALL WELDS AND, WHERE NECESSARY, GUSSETS OF SUFFICIENT STRENGTH SHALL BE PROVIDED TO OBTAIN THE REQUIRED WELD LENGTH TO ENSURE THE FULL STRENGTH OF THE CONNECTION.
- 8.1) ALL DIMENSIONS AND LEVELS SHALL BE CHECKED ON SITE BEFORE SHOP DRAWINGS COMMENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- 8.2) SHOP DRAWINGS WILL ONLY BE CHECKED FOR COMPLIANCE WITH DESIGN INTENT. NO DIMENSIONAL CHECKS WILL BE DONE.
- 8.3) A COMPLETE SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL AND SHALL BE DONE BY THE SUB-CONTRACTOR UNLESS SPECIFIC CONNECTION DETAIL IS GIVEN, WHICH SHALL TAKE PRECEDENCE. CONNECTIONS ARE TO BE DESIGNED TO THE ELEMENT FORCES (WHEN GIVEN), OR THE CAPACITY OF THE BIGGEST MEMBER IN THE CONNECTION IN THE ABSENCE OF FORCES FOR THE DETAILING OF THE SHOP DRAWINGS.
- 8.1) ALL HOT-ROLLED AND HOLLOW SECTIONS STRUCTURAL STEELWORK SHALL BE GRADE S355JR, EXCEPT COLD-FORMED OPEN STEEL SECTIONS, WHICH SHALL HAVE A MINIMUM YIELD STRESS OF 240 MPa. TENSILE STRENGTH TESTING RESULTS MUST BE PROVIDED FOR EACH BATCH OF STEEL FROM WHICH COLD-FORMED SECTIONS ARE SOURCED.
- 8.6) A CERTIFICATE FROM THE STEEL MANUFACTURER IN WHICH THE GRADE OF THE STRUCTURAL STEEL IS VERIFIED SHALL BE HANDED TO THE ENGINEER FOR APPROVAL / INFORMATION.
- 8.7) ALL STRUCTURAL BOLTS SHALL BE GRADE 8.8 UNLESS OTHERWISE NOTED.
- 8.8) WHERE TEMPORARY BRACING OR PROPPING IS REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, ERECTION, MAINTENANCE AND REMOVAL (WHERE NECESSARY) OF SUCH SUPPORTS. IF SPLICES IN TRUSSES ARE REQUIRED DUE TO TRANSPORT, PROPOSALS OF THIS SHALL BE SUBMITTED TO THE ENGINEER AT AN EARLY STAGE FOR WRITTEN APPROVAL.
- 8.9) FABRICATOR TO ENSURE THAT CENTERS OF GRAVITY OF MEMBERS INTERSECT AT NODE POINTS, EXCEPT WHERE ECCENTRICITIES ARE SPECIFIED ON ENGINEERS DRAWINGS.
- 8.10) ALL STRUCTURAL STEEL DRAWINGS TO BE READ IN CONJUNCTION WITH THE RELEVANT ARCHITECTURAL, CONCRETE DRAWINGS AS WELL AS THE BILL OF QUANTITIES AND ANY DISCREPANCY TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- 8.11) THE MANUFACTURER SHALL SUPPLY A FULLY ITEMIZED QUALITY PLAN FOR THE WELDING AND A WELL PROCEDURE SPECIFICATION AND CURRENT WELDER QUALIFICATION PAPERS FOR EACH PROCEDURE.
- 8.12) WHERE APPLICABLE, CEMENTITIOUS NON-SHRINKAGE STRUCTURAL GROUT SHALL BE PROVIDED UNDER BASE PLATES BEFORE ANY PRIMARY LOADS ARE APPLIED TO THE STRUCTURE.
- 8.13) THE CONTRACTOR SHALL, AT THE COMMENCEMENT OF THE PROJECT, ACQUAINT HIMSELF WITH THE AVAILABILITY AND DELIVERY TIME OF THE PRODUCTS AND STEEL PROFILES SPECIFIED ON THE DRAWINGS SO THAT SUCH MATERIAL CAN BE ORDERED AHEAD OF TIME.
- 8.14) WHERE SLOTTED HOLES FOR BOLTS OCCUR, THE NUT SHALL BE HAND TIGHTENED AND A LOCK-NUT BE PROVIDED UNLESS NOTED OTHERWISE.
- 8.15) ALL PURLINS AND GIRTS TO BE HOT-DIP GALVANIZED OR MANUFACTURED FROM PRE-GALVANIZED SHEETS.
- 8.16) ALL HOT-ROLLED STRUCTURAL STEELWORK AND CONNECTIONS TO BE HOT-DIP GALVANIZED AND PAINTED TO FOLLOWING SPECIFICATIONS:
- PRIMER: 1 COAT SIGMARINE 28 (70 MICRON THICK)
 - TOP COAT: 1 COAT SIGMAFAST 40 (50 MICRON THICK)

7. SURFACE BED AND SCREED:

- 7.1) TYPICAL 200mm THICK CONCRETE SLAB (40MPa/19mm). PROVIDE 40mm dp. x 3mm WIDE SAW-CUTS WHERE SHOWN ON SURFACE BED LAYOUTS OR AT A MAXIMUM OF 3m APART OR TO CREATE A PANEL SIZE NOT EXCEEDING 25m².

[illegible]



- NOTES:
- TOB = TOP OF BASE
 - TOW = TOP OF WALL
 - SETTING OUT TO BE IN ACCORDANCE WITH CIVIL LAYOUT PRIOR TO CASTING OF CONCRETE.
 - ANY CONCERNS OR DISCREPANCIES TO BE COMMUNICATED TO DESIGN ENGINEER IN A TIMELY FASHION TO REMEDY.
 - ALL LAYER WORKS TO CIVIL LAYOUT

SCALEBAR

0 2.25 4.5

Meters 1:75

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All dimensions must be verified on site before the works commence. Refer any discrepancies to the Engineer.

T	ISSUED FOR TENDER	25-05-23	SN	NAP
REV	DESCRIPTION	DATE	REV BY	CHKD
REVISIONS				

DESIGNED	NAP
DRAWN	SN
CHECKED	NAP

CONSULTING ENGINEERS

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APPROVED

ENGINEERS: _____

DATE: 2025-05-23

APPROVED

CLIENT: _____

DATE: _____

CLIENT

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PROJECT

LA MOTTE

DROP-OFF RETAINING WALL

TITLE

WASTE DROP-OFF RETAINING WALL & FOOTING

SCALE on A1 AS SHOWN	SHEET 1 OF 1
CONTRACT No.	PROJECT No. 25048 S
DRAWING No. 25048-S-002	REV T
COORDINATE SYSTEM: WGS84 / L019	

The reference made to Engineer will also refer to Employer's Agent for GCC 2015 Contracts