



PART: A: INVITATION TO BID:

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (POLOKWANE MUNICIPALITY)					
BID NUMBER:	PM36/2021	CLOSING DATE:	02nd February 2022	CLOSING TIME:	10:00
BID DESCRIPTION	UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – MULTI-YEAR PROJECT.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF POLOKWANE MUNICIPALITY.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (Polokwane Municipality, Civic Centre, corner, Bodenstein and Landdros Mare Street) not later than 10:00 on 02nd February 2022					
No compulsory site inspection will be held.					
The Bid box is generally open 24 hours, 7 days a week.					
Completed Bid document, fully priced and signed must be sealed in an envelope marked:					
“PM36/2021: UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – MULTI-YEAR PROJECT”.					
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.					
Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from Polokwane Municipal website www.polokwane.gov.za or e-tender portal website www.etenders.gov.za at no fee.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL NUMBER	-----		TOTAL BID PRICE		R
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
MINIMUM WORK OPPORTUNITIES TO BE CREATED	15	CIDB GRADING	4CE OR HIGHER
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	POLOKWANE	MANAGER PMU	Mapula Mamabolo
CONTACT PERSON	Mr. K. Mashiane	TELEPHONE NUMBER	015 023 5335/5346
TELEPHONE NUMBER	015 023 5148	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	mapula@polokwane.gov.za
E-MAIL ADDRESS	kwenaMa@polokwane.gov.za	Principal agent: T3 Consulting Engineers cc Alusani Netshivhodza Telephone: 015 291 5301 E-mail address: admin@t3ce.co.za	
 <p>EXPANDED PUBLIC WORKS PROGRAMME Creating opportunities towards human fulfilment</p>		 <p>IUDF INTEGRATED URBAN DEVELOPMENT FRAMEWORK</p>	

POLOKWANE MUNICIPALITY

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

BID NUMBER: PM36/2021: UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – MULTI-YEAR PROJECT.

DIRECTORATE: ROADS AND TRANSPORT SERVICES.

BUSINESS UNIT: PUBLIC TRANSPORT INFRASTRUCTURE DEVELOPMENT.

Bids are hereby invited for UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – MULTI-YEAR PROJECT.

BID NO	BID DESCRIPTION	PERIOD OF ADVERT	EVALUATION CRITERIA	COMPULSORY SITE & BREIFING	CLOSING DATE & TIME	PROFESSIONAL REGISTRATION/CIDB	CONTACT PERSON
PM36 /2021	Upgrading of Internal Street in Seshego Zone 2	14 Days	80/20 Price – 80 BBBEE -20	N/A	02 nd February 2022 @ 10H00	4CE or Higher	Mrs.Mapula Mamabolo at 015 023 5335; mapula@polokwane.gov.za

The Municipality shall adjudicate and award bids in accordance with the PPPFA and BBBEE Level of Contribution on 80/20point system, 80 points for the price and 20 points

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from Polokwane Municipal website www.polokwane.gov.za or e-tender portal website www.etenders.gov.za at no fee.

No late, faxed or telephonic bids will be accepted. Bids will remain valid for a period of ninety (90) days.

The Council reserves the right to negotiate further conditions of the bid and other requirements of the bid with the successful bidder. Furthermore, Council is not compelled to accept the lowest or any bid.

1. Completed bids documents, fully priced, fully signed, fully initialed on all pages and original documents attached must be submitted in a sealed envelope marked: **“Bid Name, Bid Number and Bid Description”** should be deposited in the Tender Box at the Polokwane Municipality - Cnr. Landross Mare and Bodenstein Streets, Civic Centre - Supply Chain Management Office, Ground Floor (Left hand side of the security reception) – Polokwane on or before the closing date.

N.B: No bids will be considered from persons in the service of the State (As defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations).

**MR. N.R. SELEPE
ACTING MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET,
POLOKWANE**

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

The Polokwane Municipality will consider no Bid unless it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid Central Supplier Database Number (CSD)
- Bid forms must be completed in full and each page of the bid initialled.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of municipal rates and taxes or letter from tribal authority or valid lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant contractor category in the Construction Industry Development Board Register of Contractor (CIDB)
- Adheres to Pricing Instructions.
- Financial ability to execute contract
- Comply in full and observe the requirements of the Notice to Bidders
- Experience with similar work – demonstrate a track record of a projects of similar scope and size
- **The tenderer must subcontract a minimum of 30% for a contract above R30 million to –**
 - a. an EME or QSE;
 - b. an EME or QSE which is at least 51% owned by black people;
 - c. an EME or QSE which is at least 51% owned by black people who are youth;
 - d. EME or QSE which is at least 51% owned by black people who are women;
 - e. an EME or QSE which is at least 51% owned by black people with disabilities;
 - f. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - g. a cooperative which is at least 51% owned by black people;
 - h. an EME or QSE which is at least 51% owned by black people who are military veterans;
or
 - i. more than one of the categories referred to in paragraphs (a) to (h).

EVALUATION OF BIDS

- a) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

- 1. The Municipal Manager may cancel a contract awarded to a person if:**
 - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- 2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
 - a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - d) Been convicted of fraud or corruption during the past five years;
 - e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - f) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

POLOKWANE MUNICIPALITY

T1.2 Tender Data

1. CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (SFU) of May 2010, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 - See www.cidb.org.za.

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

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

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

Clause number	Tender Data
2. <u>EMPLOYER</u> Cl. F.1.1	<p>The "Employer" is "Polokwane Municipality"</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is: Polokwane Municipality, Civic Centre, Landdros Mare Street, Polokwane</p> <p>The Employer's address for communication relating to this project is: PO Box 111, Polokwane, 0700</p>
3. <u>TENDER DOCUMENTS</u> Cl. F.1.2	<p>"The following documents form part of this tender:</p> <p>VOLUME 1</p> <p>Part T1 Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 Standard and Particular conditions to tender</p> <p>Part T2 Returnable Documents</p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules that will be incorporated into the Contract</p> <p>Part C1 Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Demand Guarantee and Retention Money Guarantee</p> <p>C1.4 Agreement in terms of Occupational Health and Safety</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3 Scope of Work</p> <p>C3.1 Description of the Works</p> <p>C3.2 List of Drawings</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p>

Clause number	Tender Data
	<p>C3.5 Variations and Additions to <u>COLTO 1998 Edition</u> Standardized Specifications</p> <p>C3.6 Particular Specifications</p> <p>C3.7 Health and Safety Specifications</p> <p>C3.8 Environmental Management during Construction</p> <p>C3.9 Management of the Works</p> <p>Part C4 Site information</p> <p>VOLUME 2</p> <p>Tender Drawings incorporated into the tender document.</p>
<p>4. <u>EMPLOYER'S AGENT</u> Cl. F.1.4</p>	<p>The Employer's agents are:</p> <p>a) Principal Agent T3 Consulting Engineers cc</p> <p><u>Physical Address:</u> 184 Marshall Street Polokwane 0700</p> <p><u>Postal Address:</u> P.O. Box 1108 Fauna Park 0787</p> <p>Tel.: (015) 291 5301 E-mail: admin@t3ce.co.za</p> <p>Fax: (015) 291 5351</p>
5. <u>TENDERER'S OBLIGATIONS</u>	
5.1. <u>Eligibility</u> <u>Cl. F.2.1</u>	Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders
5.2. <u>F.2.18</u>	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
5.3. <u>Site Visit and Clarification Meeting</u> <u>Cl. F.2.7</u>	No compulsory pre-tender meeting.
5.4. <u>Insurance</u> <u>Cl. F.2.9</u>	No insurance cover will be provided by the Employer.
5.5. <u>Alternative Tender Offers</u> <u>Cl. F. 2.12</u>	<p>Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements:</p> <p>5.4.1. <u>Tenders</u></p>

Clause number	Tender Data
	<p>An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in the same envelope as the main tender offer, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted.</p> <p>Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.</p> <p>Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice.</p> <p>5.4.2. <u>Preliminary calculations</u></p> <p>Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.</p> <p>5.4.3. <u>Preliminary drawings</u></p> <p>Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.</p> <p>5.4.4. <u>Quantities</u></p> <p>Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or colouring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).</p> <p>5.4.5. <u>Further details</u></p> <p>Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.</p> <p>5.4.6. <u>Preliminary adjudication of alternative designs</u></p>

Clause number	Tender Data
	<p>The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly.</p> <p>5.4.7. <u>Acceptance of alternative design</u></p> <p>The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer.</p> <p>5.4.8. <u>Final drawings and calculations and the priced schedule of quantities</u></p> <p>Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained.</p> <p>Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor.</p> <p>No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design.</p> <p>5.4.9. <u>Responsibility for alternative design</u></p> <p>The approval of a design by the Employer's Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged.</p> <p>Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be</p>

Clause number	Tender Data
	<p>liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.</p> <p>5.4.10. <u>Indemnity</u></p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.</p>
<p>5.1. <u>Submitting a Tender Offer</u> Cl. F2.13</p>	<p>5.5.1. <u>Whole of the Works</u> (Cl. F.2.13.1)</p> <p>Tenderers shall offer to provide for the whole of the Works identified.</p> <p>5.5.2. <u>Original tender documents</u> (Cl. F2.13.3)</p> <p>The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required.</p> <p>5.5.3. <u>Marking of Tender Submissions</u> (Cl. F2.13.5)</p> <p>The complete tender documents shall be enclosed and sealed in a single envelope, marked: “BID NO. PM36/2021.: UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – MULTI-YEAR PROJECT.</p> <p>The Employer’s address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at:</p> <p style="padding-left: 40px;">Polokwane Municipality Civic Centre Landdros Mare Street Polokwane</p> <p>5.5.4. <u>Two envelope system</u> (Cl. F.2.13.6)</p> <p>A two-envelope procedure will not be followed.</p> <p>5.5.5. <u>Closing time</u> (Cl. F.2.15)</p> <p>The closing time for submission of tender offers is: 10H00</p> <p>Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.</p> <p>5.5.6. <u>Tender offer validity</u> (Cl. F.2.16)</p> <p>The tender offer validity period is 90 days after tender closing date.</p> <p>5.5.7. <u>Clarification of tender offer after submission</u> (Cl. F.2.17)</p> <p>Delete the last part of the second sentence, commencing with the word “and”. Furthermore, delete the last two sentences of Cl. F2.17.</p> <p>Add the following sentence: “The rates stated by the Bidder shall be binding”.</p> <p>5.5.8. <u>Provide other Material</u> (Cl. F.2.18.1)</p>

Clause number	Tender Data
	<p>Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder's commercial position (including, where applicable, notarized joint venture agreements), Preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive.</p> <p>5.5.9. <u>Certificates</u> (Cl. F.2.23)</p> <p>The following certificates are to be provided with this tender:</p> <ul style="list-style-type: none"> a) CSD Report/Number b) Compensation Fund registration certificate c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). <p>A minimum grading of 4CE is required.</p> <p><u>Important Note:</u> Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p>
6. <u>EMPLOYER'S UNDERTAKING</u>	
6.1. <u>Opening of Tender Submissions</u> Cl. F3.4	<p>The time and location for opening of the tender offers are: 10:00 on 02nd February 2022</p> <p>Location: Tender Box, Polokwane Municipality, Civic Centre, Landdros Mare Street, Polokwane</p>
6.2. <u>Arithmetical Errors</u> Cl. F.3.9.1	<p>Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with:</p> <ul style="list-style-type: none"> b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price. c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price. d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorised Provisional Sums and items of extra work as have become payable in terms of the Contract Data.
7. <u>ACCEPTANCE OF TENDER OFFER</u> Cl. F3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a. CSD summary report;

Clause number	Tender Data
	<ul style="list-style-type: none"> b. The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. A minimum grading of 4CE is required for the main contractor; c. The bidder has demonstrated previous experience with the type of work required under this contract having successfully completed a project of similar scope and size. d. The bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and e. The bidder has not abused the Employer's Supply Chain Management System. f. The bidder has not failed to perform on any previous contract. g. has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
8. <u>PROVIDE COPIES OF THE CONTRACT DOCUMENT</u> Cl. F.3.18	The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is one

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (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) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“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;
- (i) **“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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE
(**Tick applicable box**)

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

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

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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality **where** **business** **is** **situated:**
.....

Registered Account Number:

Stand Number:

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

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

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ATTACH B-BBEE VERIFICATION CERTIFICATE

ANNEXURE A

SUPPLY CHAIN MANAGEMENT

EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

- 1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.
- 1.2 **Critical Criteria:**
The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:
- Provide Central Supplier Database (CSD) number (Attach CSD Registration Summary Report).
 - All Pages of the Bid document must be initialled including BOQ.
 - Completed and signed declaration of interest (**MBD4**)
 - Completed and signed declaration on past SCM practices form (**MBD8**)
 - Compulsory enterprise questionnaire completed
 - Signed J/V agreement must be attached (Where applicable)
 - Proof of registration with CIDB attached.
 - Complete **MBD 5** and submit audited or reviewed statements (**AFS**) – (only where the tender amount exceeds **R10Mil-** including VAT)
 - Proof of Municipal Rates and Taxes for company and all directors or letter for Tribal Authority or lease agreement must be attached (Not older than 3 months).
 - All corrections must be initialled.
 - Bids document should be printed in colour coding (refer to page 3).

2. Functionality – Phase Two (50 points allocation)

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

1.1. Relevant Experience of Company (30 points)

This will take into consideration similar contracts successfully completed by the bidder.

NB. Proof of largest similar project must be attached (Completion certificate). Failure to provide proof will result in disqualification of points.

The score will be calculated as follows:

$$R_t = \frac{L_c}{T_{avg}} \times R_{max}$$

Where:

R_t = Points for relevant experience of company

L_c = Largest similar contract over the last **three (3) years. (Determined on project size).**

T_{avg} = Average value of tendered amounts of eligible tenders.

R_{max} = Maximum points allocated for relevant experience of company.

(R max = 30)

2.2 Plant and Equipment (10 points)

This will be assessed against a minimum number of different types of plant and equipment required to successfully complete the project within the stipulated construction period as determined by the engineer.

Access to plant may be in a form of ownership, hire or leasing arrangements, orders etc. A letter of intent from hiring or leasing companies stating the number and type of plant and equipment on which arrangement has been made must be submitted. Any changes to the lease/hire agreement must be approved by the Municipality prior commencement.

NB. 50% of points will be allocated to equipment leased/hired.

Consultants Estimation				
(A) Plant and equipment required	points allocation	(B) Minimum Plant required	(C) Bidder Plant own	(D) Bidder Plant hire
LDV	1	1		
TLB	1	1		
Excavator (20-ton minimum)	2	1		
16000Litres Water Tanker	1	1		
10m3 Tipper Trucks	3	3		
Grader	2	1		

NB. Proof of ownership on equipment indicated above must be submitted with the bid document. Failing to submit will result in disqualification of points.

2.3 Financial Status (10 points)

This will be assessed against Bank ratings as follows: (A **Bank letter must be submitted not older than 30 days**)

Bank Rating	Score
A	10
B	10
C	7
D	5
E	2
F,G,H	0

NB: A bid will be disqualified if it fails to meet the minimum threshold of 60% on functionality and a minimum of 15 points on relevant experience.

2.4 Commercial Risk Analysis

Prior to being recommended for further evaluation, a bid will be subjected to risk analysis to ensure that it would, if accepted, not place the Municipality or the bidder, at undue risk.

A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Municipality:

- Unduly low tendered sums
- Unduly high individual rates
- Unduly low rates
- Imbalances in pricing

It is in the best interests of the Municipality to amend an error which will cause the bid to be rejected on the basis of it presenting an unacceptable commercial risk.

❖ EVALUATION OF BIDS

- h. All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2011, and other applicable legislations.
 - i. The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged **to accept the lowest bid.**
- ❖ **By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.**

PLEASE NOTE

❖ **The Municipal Manager may cancel a contract awarded to a person if:**

- g) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- h) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

❖ **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

- i) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- j) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- k) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- l) Been convicted of fraud or corruption during the past five years;
- m) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- n) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

2.5 Tendered rates

Rates for all the bids which have complied with the bid conditions will be assessed for the following:

- Comparison of rates and amounts with the average tendered amount.
- Sensitivity Analysis of Rates (i.e. whether the rates are balanced, acceptable, etc).
- Expected cash flows requirements.

NB: Bids with unbalanced rates will be disqualified for further evaluation on price and preference points system

3 Business Registration

Prospective bidders shall be registered:

- (a) With the South African Revenue Services for all categories of taxes applicable to it.
- (b) With the Compensation Commissioner
- (c) With the Construction Industry Development Board. (Minimum grading **4CE**).

4 Acceptance of Tender Offer (Cl. F3.13)

Tender offers will only be accepted if:

- a) The bidder has in his or her possession a Central Suppliers Database Registration Number (CSD Number);
- b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. (Minimum grading of **4CE** is required);
- c) the bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- d) The bidder has not abused the Employer's Supply Chain Management System.
- e) The bidder has not failed to perform on any previous contract.
- f) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

5. Provide copies of the Contract Document (Cl. F3.18)

The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is **one**

Annexure A: Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **Comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the Tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the Tender process or the award of a contract arising from a Tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any Tender offer

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of Tendering

Accept that the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(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

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

F.2.12 Alternative Tender offers

F.2.12.1 Submit alternative tender offer only if a main tender offer, strictly in accordance with all the requirements of the tender document, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a Tender offer

F.2.13.1 Submit a Tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Tender data.

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the Tender offer at the address specified in the Tender data not later than the closing time stated in the Tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender data.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender data for an agreed additional period.

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 total of the prices or substance of the Tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other Tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late Tender offers

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

F.3.4 Opening of Tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, on 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) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Change the Employer's or the Tenderer's risks and responsibilities under the contract, or,
- c) Affect the competitive position of other Tenderers presenting responsive Tenders, if it were to be rectified. Reject a non-responsive Tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

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

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Tendered total of the prices.

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

F.3.10 Clarification of a Tender offer

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

F.3.11 Evaluation of Tender offers

F.3.11.1 General

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

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

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

F.3.11.2 Scoring Financial Offers

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

$$\text{NFO} = W1 \times A$$

where:

NFO = the number of Tender evaluation points awarded for the financial offer.

W1 = the maximum possible number of Tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

where:

P_m = the comparative offer of the most favourable Tender offer.

P = the comparative offer of Tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of Tender offer

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

F.3.13.2 Notify the successful Tenderer of the employer's acceptance of his Tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer, has acknowledged the employer's notice of acceptance, notify other Tenderers that their Tender offers have not been accepted.

F.3.15. Prepare contract documents

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

- a) addenda issued during the Tender period,

- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

A: SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is **6%** of the contract value

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty will be applied for non-compliance during the contract or for fraudulent disclosure
- (3) The minimum wage rate is R191.60

SIGNED ON BEHALF OF THE TENDERER:

B: EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE (ABE)

Target values of work to be executed by and goods & services to be procured from ABEs shall be **10%**.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. **Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed**
2. **Tenderers shall insert “unknown” if an SMME/PDI has not been selected prior to tender closing date.**
3. **The penalty will be applied for non-compliance during the contract or for fraudulent disclosure**

SIGNED ON BEHALF OF THE TENDERER

B.1 EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE DECLARATION AFFIDAVIT (ABE).

It is understood and agreed that should this contract be awarded to me, an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

1. TRAINING

Name of Training Institution:.....

Name of Programme:.....

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER.....

2. ENGINEERING STUDENT TRAINING

Name of Training Institution:.....

Name of Programme:.....

Trainer's Name	Qualification	Subject

Notes to tenderer:

1. Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.
2. Provision should also include on-job student / (in-service) training for the construction duration at a monthly stipend of R 4 500.00

SIGNED ON BEHALF OF THE TENDERER

POLOKWANE MUNICIPALITY

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

1. Returnable Schedules required only for Tender evaluation purposes

- A. Certificate of Authority of Signatory
- B. Certificate of Registration with the Construction Industry Development Board
- C. Certificate of authority for joint ventures (where applicable)
- D. Compulsory Enterprise Questionnaire
- E. Record of Addenda to Tender Documents
- F. Proposed Amendments and Qualifications
- G. Form of Intent to Provide a Demand Guarantee
- H. Schedule of Subcontractors
- I. Schedule of Available Infrastructure, Resources and Experience
- J. Financial Information of the Tenderer
- K. Certificate for Municipal Services and Payments: Annexure B
- L. Authorisation for deduction of outstanding amounts owed to Council: Annexure C
- M. Declaration of Tenderer's Past Supply Chain Management Practices: MBD 8
- N. Declaration of interest: MBD 4
- O. National industrial participation programme: MBD 5
- P. Declaration for procurement above R10 Million: MBD 5
- Q. preference points claim form in terms of the preferential procurement regulations 2011
- R. Declaration certificate for local production and content: MBD 6.2
- S. Certificate of the Independent Tender Determination: MBD 9
- T. Compliance with OHSA (Act 85 of 1993)
- U. Original Bank rating letter
- V. Day Works
- W. Names of management and supervisory staff for the LIC works

2. Other documents required only for Tender evaluation purposes

- Compensation Fund Registration Certificate
- Curricula Vitae of Personnel
- Rates of Labour and Materials (Day work Rates)
- CSD Registration
- Valid CSD Number.
- Schedule of Labour Content
- Employment of ABE'S
- ABE Declaration Affidavit
- Generic Training
- Complete MBD 5 where the Tender amount inclusive of VAT exceeds R 10 million:

3. Other documents that will be incorporated into the contract

- 3.1 The offer portion of the C1.1 Offer and Acceptance
- 3.2 C1.2 Contract Data (Part 2)
- 3.3 C2.2 Bills of Quantities

A. CERTIFICATE OF AUTHORITY OF SIGNATORY

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

1	Company	
---	---------	--

2	Partnership	
---	-------------	--

3	Joint Venture	
---	---------------	--

4	Sole Proprietor	
---	-----------------	--

5	Close Corporation	
---	-------------------	--

1. Certificate for company

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

As witnesses:

1.....

.....
Chairman

.....
Print Name

.....
Print Name

2.

.....
Date

.....
Print Name

2. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

....., hereby

authorise Mr/Ms, acting

in the capacity of, to sign all documents in

connection with the Tender for Contract, and

any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

3. Certificate for Joint Venture

We, the undersigned, are submitting this Tender offer in Joint Venture and hereby

authorize Mr/Ms, authorised signatory of the

firm, acting in the capacity of lead partner, to

sign all documents in connection with the Tender offer for Contract

..... and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally

authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising	
		Signature	Name
Lead Partner			

4. Certificate for sole proprietor

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

as

As witnesses:-

1.
Signature: Sole Owner

.....
Print Name

.....
Print Name

2.

.....
Print Name

.....
Date

5. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby

authorise Mr/Ms.....,

acting in the capacity of, to sign all documents in

connection with the Tender for Contract and

any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This Certificate is to be completed and signed by each and all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

B. CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

1. General

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering Tenders. Any enterprise that submits a Tender or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

2. Status

Tenderers shall fill in the following sections of this form, depending on their status:

2.1 Section A

Tenderers who have accomplished registration and can provide proof of their grading designation.

2.2 Section B

Tenderers who are in the process of registration of an update to an existing registration or a renewal.

2.3 Section C

Tenderers who have submitted the first application.

2.4 Section D

Tenderers submitting this Tender offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.

Note: Only complete one of Sections A, B, C or D.

[illegible]

SECTION B

I, acting in capacity of
was authorised to sign all documents in connection with this tender and any contract resulting from it on

behalf of the following entity:
hereby declare that the above mentioned entity has achieved registration with the Construction Industry Development Board on date, furthermore declare that the existing grading designation is:

Contract Value	
----------------	--

Type of Work		
--------------	--	--

and the following update has been applied for:

Amendment of category status	
Change of Particulars	
Annual confirmation of Particulars	
Renewal of Registration	

mark with "❄"

.....
Signature of Tenderer

.....
Signature of Witness

.....
Print Name

.....
Print Name

SECTION C

I, acting in capacity of
was authorised to sign all documents in connection with this tender and any contract resulting from it on

behalf of the following entity:
hereby declare that the above mentioned entity has submitted its FIRST APPLICATION FOR
REGISTRATION with the Construction Industry Development Board on date

I furthermore accept that failure to achieve registration with the Construction Industry Development Board in a category stipulated in the Tender Data within 10 days from the date of closing this tender, implies a non-responsive tender and warrants rejection of the Tender on account of non-compliance with the requirements of the Tender Data.

.....
Signature of Tenderer

.....
Signature of Witness

.....
Print Name

.....
Print Name

SECTION D

I, acting in capacity of the LEAD PARTNER in the Joint Venture

.....
 was authorised to sign all documents in connection with this tender and any contract resulting from it, hereby declare that each partner of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following **symbols** on the registration certificates:

Name of Lead Partner:		
Contract Value		
Type of Work		

Name of 2 nd Partner:		
Contract Value		
Type of Work		

Name of 3 rd Partner:		
Contract Value		
Type of Work		

.....
 Signature of Tenderer

.....
 Signature of Witness

.....
 Print Name

.....
 Print Name

C. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)

Employer:

Contract Number:

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this Tender.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:

- a) the contributions of capital and equipment;
- b) portions of the Contract to be performed by the partner's own resources; and
- c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

1. Joint Venture Particulars

Name

Postal Address:

Physical Address

.....

.....

Telephone.....

Fax.....

Name of authorized representative.....

2. Identity of Partner No. 1

Name.....

Postal Address

Physical Address

.....

Telephone.....

Fax

Contact Person.....

3. Identity of Partner No. 2

Name.....

Postal Address.....

Physical Address

Telephone.....

Fax.....

Contact Person.....

4. Identity of Partner No. 3

Name

Postal Address.....

Physical Address

Telephone.....

Fax.....

Contact Person.....

5. Description of the role of the partners in the joint venture

Partner No. 1:.....

Partner No. 2:.....

Partner No. 3:.....

6. Ownership of the joint venture

(i) Ownership percentage(s) Partner No. 1%

Partner No. 2%

- Partner No. 3%
- (ii) Partner percentage in respect of:
- a) Profit and loss sharing: Partner No. 1%
- Partner No. 2%
- Partner No. 3%
- b) Initial capital contribution Partner No. 1 R.....
- Partner No. 2 R.....
- Partner No. 3 R.....
- (iii) Anticipated ongoing capital contributions:
- Partner No. 1 R.....
- Partner No. 2 R.....
- Partner No. 3 R.....
- (iv) Contributions of equipment (specify types, quality and quantities of equipment) to be provided by each partner:
- Partner No. 1:
-
- Partner No. 2:.....
-
- Partner No. 3:.....
-

7. Recent contracts performed by partners in their own right or as partners in other joint ventures

- a) Partner No. 1
- (i)
- (ii)
- (iii)
- (iv)
- (v)
- b) Partner No. 2
- (i)

- (ii)
- (iii)
- (iv)
- (v)

c) Partner No. 3

- (i)
- (ii)
- (iii)
- (iv)
- (v)

8. Control and participation in the joint venture

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority, for example, co-signature requirements and monetary limits).

a) Joint Venture cheque signing

.....

b) Authority to enter into contracts on behalf of the Joint Venture

.....

c) Signing, co-signing or collateralizing of loans

.....

d) Acquisition of lines of credit

.....

.....

e) Acquisition of demand bonds

.....

.....

.....

f) Negotiating and signing of labour agreements

.....

.....

.....

9. Management of the performance of the Contract
(Fill in the name and firm of the responsible person)

a) Supervision of field operations.....

.....

b) Major purchasing.....

.....

c) Estimating

.....

d) Technical management.....

.....

10. Management and control of the joint venture

a) Identify the managing partner

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors or other parties participating in the performance of the contemplated works:

Partner No. 1:

.....

Partner No. 2:

.....

Partner No. 3:

.....

- c) Describe the management structure for the joint venture's work under this Contract

Management Function/Designation	Name	Partner

11. Personnel

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

Trade/function/discipline	Number

- b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:

.....

- c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:

.....

- d) State the name of the individual who shall be responsible for hiring Joint Venture employees:

.....

- e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

.....

.....

12. Services

List the firms who provide the following services:

Service	Name	Contact Person	Telephone No.
Accounting			
Auditing			
Banking			
Insurance			
Legal			

13. Control and structure of the Joint Venture

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture disclosure form and affirms that the foregoing statements are correct and include all the material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture Agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Duly authorized to sign on behalf of.....
(the Joint Venture)

Signature: Print Name:
Address:
.....

Telephone:

Date:

Duly authorized to sign on behalf of.....

(Partner No. 1)

Signature: Print Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of.....

(Partner No. 2)

Signature:Print Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of.....

(Partner No. 3)

Signature:Print Name:

Address:

.....

Telephone:

Date:

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed		Date	
Name		Position	
Enterprise name			

E. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

F. PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the Tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his Tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal	
Signed		Date	
Name		Position	
Tenderer			

G. FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our Tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(*) Insurance Company (name).....

(of address)

.....

(*) Commercial Bank (Name).....

(Branch).....

(of address)

.....

to be approved by you, the Employer, for the amount stipulated.

(*): delete whichever is not applicable.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

- (i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.
- (ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and
- (iii) cancel the Contract.

Signed	.....	Date	.....
Print Name	.....	Position	.....
Tenderer	.....	

H. SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

No	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			
Signed		Date	
Name		Position	
Tenderer			

I. SCHEDULE OF AVAILABLE INFRASTRUCTURE, RESOURCES AND EXPERIENCE

1. Tenderer's List of Third Party Design Engineers

In the event that the Tenderer desires to design all or part of the Works or submit any alternative, he/she shall list here-following, the Design Engineers, accomplished in the specific field of practice, which he/she proposes to employ for the purpose of third party certification of all works designed by the Tenderer for the Works.

- Notes: (i) All costs of third party designs shall be borne solely by the Tenderer.
(ii) This Schedule must be accurately completed. Phrases such as "to be advised" will not be accepted.

Section of Works	Name and Address of Registered Engineer				ECSA Registration No.

2. Tenderer's Personnel Profile

Key Staff Permanently employed, of foreman level and above	Number of staff
Sub-Total	
Other Permanent Staff	Number of staff
Sub-Total	
Temporary Staff	Number of staff
Sub-Total	

3. **List the Firms who provide the following services:**

Service	Name	Contact Person	Telephone
Accounting			
Auditing			
Insurance			
Legal			

4. **Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount**

Loan Source	Address	Date of Loan	Loan Amount

5. **List a maximum of five contract which your enterprise is engaged in and has not yet completed**

Contract Description	Location	Client	Contract Amount	Expected Completion (month & year)

6. **List the four largest assignments completed by your enterprise in the last three years**

Nature of Work Performed	Client	Consultant Contact Person	Telephone No.	Contract Amount

7. **Address of workshop facilities from where maintenance of works will be undertaken**

.....

.....

8. **Address of Branch Offices in the RSA**

.....

.....

8. **Address of Nearest Representative to Polokwane**

.....

.....

10. **Has work previously been performed for the Employer?**

YES/NO* -

Specify.....

11. Tenderer's Financial Ability to execute and complete the Works

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

NOTES APPLICABLE:

- (i) Value added tax to be included in all amounts
- (ii) Assume for the purpose of this estimate, payment of certificates within 30 days after receipt by the Employer.
- (iii) In calculation of the last column,

$j = d$
 $m = l + g$
 $k = j + e$
 $n = m + h$
 $l = k + f$
 etc
- (iv) Failure to detail the required information, shall automatically signify that the Tenderer lacks the infrastructure and resources necessary to execute and complete the Works

Month No. in Contract Period	Estimated amount in Rands (VAT included)			
	a Received	b Payments made	a-b Net cash flow	Cumulative cash flow
1	-		d	j
2			e	k
3			f	l
4			g	m
5			h	n
6			etc.	etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow. Take the largest negative number in the last column and write in here → → → → →				
Signed		Date	.....
Print Name		Position	.....
Tenderer			

J. FINANCIAL INFORMATION OF TENDERER

This information sheet has to be filled in by the financier of the Tenderer, duly signed and stamped on behalf of the financial institution he represents.

Tenderer Details

Tender Description :

Contract Period :

Name of Tenderer :

Bank Account Number :

Tendered Amount :

Demand Guarantee will be provided by this Bank: YES ☐ NO ☐

If yes, state amount of Demand Guarantee: R

Financial Institution

Name of Commercial Bank :

Branch :

Name of Bank Manager :

Telephone Number :

I / We acting on behalf of the above Commercial Bank confirm that

..... (Tenderer)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

Financial Capability	
Maximum value of contract that the Tenderer is considered capable of	Value on which Bank Rating must be used
up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

BANK RATING	
Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Tenderer is based is R.....

(In words..... only)

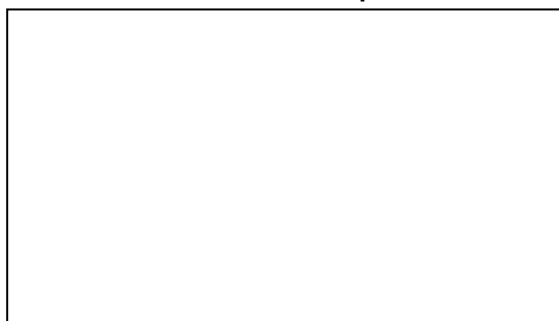
The Bank Rating is code:

.....
Signature: Manager Financial Institution

.....
Print Name

.....
Date

Rubber Stamp



ANNEXURE: B

K. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____(Name of Tenderer)

FURTHER DETAILS OF TENDERER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/share holders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy of ID document(s)

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

L. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Tenderer or Consortium)

I, _____ the undersigned, hereby authorise the Polokwane Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20 _____

Print Name: _____

Signature: _____

Thus, done and signed for and on behalf of the Tenderer/Contractor

Signatory_____
Date**Witnesses**1. _____
Full Names_____
Signature_____
Date2. _____
Full Names_____
Signature_____
Date

M. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Tendering Document must form part of all Tenders 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 to combat the abuse of the supply chain management system.
3. **The of any Tenderer may be rejected if the Tenderer, or any of its directors have:**
 - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
 - b) Been convicted for fraud or corruption during the past five years:
 - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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 Tender.**

ITEM	QUESTION	YES	NO
4.1	Is the Tenderer 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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audit alteram partem rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? (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 (012 326 5445).		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer 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?		
4.3.1	If so, furnish particulars:		
4.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the Tenderer 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?		
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

N. DECLARATION OF INTEREST

1. No Tender will be accepted from persons in the service of the State*.
2. Any person, having a kinship with persons in the service of the State, including a blood relationship, may make an offer/s in terms of this invitation to Tender. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons connected with or related to persons in service of the State, it is required that the Tenderer 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 Tender.

Full Name: _____

Identity No: _____

Company Registration No: _____

Tax Reference No: _____

VAT Registration No: _____

Are you at present in the service of the State? **Yes/No**

If so, furnish particulars

- **Municipal Supply Chain Management Regulation:** "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 National Council of Provinces
- (b) A member of board of directors of any municipal entity;
- (c) An official of any municipality or municipal entity;
- (d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) A member of Parliament or provincial legislature.
- (f) A member of the accounting authority of any national or provincial public entity; or
- (g) An employee of Parliament or a provincial legislature

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

If so, furnish particulars.

Do you have any relationship (family, friend, other) with persons in the service of the State and who may be involved with the evaluation or adjudication of this Tender? **YES/NO**

If so, furnish particulars.

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

If so, furnish particulars?

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

If so, furnish particulars.

Are any spouses, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the State? **YES/NO**

If so, furnish particulars?

CERTIFICATION

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

Signature

Date

Position

Name of Tenderer

This document must be signed and submitted together with your Tender

O. THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million, Or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful Tenderers (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable

contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 TENDER SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

3.1 Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information**:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution

Tender number Closing date:.....

Name of Tenderer.....

Postal address

.....

Signature..... Name (in print)

Date.....

P. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

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

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any Municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the Tenderer has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

.....

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES/NO**

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (c) Price; and
 - (d) B-BBEE Status Level of Contributor.

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 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) “prices” includes all applicable taxes less all unconditional discounts;
- h) “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;
- i) “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;
- j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference in terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- vi) What percentage of the contract will be subcontracted.....%
vii) The name of the sub-contractor.....
viii) The B-BBEE status level of the sub-contractor.....
ix) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm
- 8.2 VAT registration number
- 8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number

Stand Number

8.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

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

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

WITNESSES

3.

4.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

R. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, Tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of Tenders local production and content is of critical importance, such Tenders must be advertised with the specific Tendering condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific Tendering condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for Tenders referred to in paragraphs 1.2 and 1.3 above, a two stage Tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the Tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y Tender price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the Tender as required in paragraph 4.1 below.

- 1.7. A Tender will be disqualified if:

- The Tenderer fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the Tender documentation.

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content for this Tender is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %

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

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this Tender to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the Tender.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF TENDER No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of Tenderer entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the Tender is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

S. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Municipal Tendering Document (MBD) must form part of all Tenders¹ 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 Tendering (or Tender rigging).² Collusive Tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the Tender of any Tenderer if that Tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the Tender:

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

² Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

T. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

(Tender Number and Description)

in response to the invitation for the Tender made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign, the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a Tender in response to this Tender invitation;
 - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Tender;
 - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.

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 Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

U. COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?		YES	/	NO
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).		YES	/	NO
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?		YES	/	NO
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?		YES	/	NO
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?		YES	/	NO
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.		YES	/	NO
7. Does the Contractor have trained first aid employees? If yes, indicate, who.		YES	/	NO
8. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)		YES	/	NO

Signature of Tenderer:Date:

V. ORIGINAL BANK RATING LETTER

Attached the Bank Rating to this Page

W. DAY WORK SCHEDULE

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The Tenderer shall quote hereunder rates which shall apply for payment purposes if the Engineer orders additional or substituted work to be carried out on a day work basis and shall therefore be in accordance with the requirements of clause 37(2) of the General Conditions of Contract.

1. LABOUR AND MATERIALS

Rates and prices entered in the schedule shall be held to allow for net cost of labour and materials delivered to site respectively with the percentage allowances stated in the schedule of quantities.

2. PLANT AND EQUIPMENT

The Tenderers shall list all major items of plant and equipment to be used on the works and which may be required for use on day works. The proposed hire rates of these items shall be entered against each type of machine, such rates to include for all relevant costs of plant hire inclusive of fuels and lubricants but exclusive of labour charges for the operators, which will be paid for under sub-clause (1) above.

The rates for plant items not listed in the schedule will be the ruling plant hire rates, inclusive of fuels and lubricants but exclusive of labour charges for the operators, inclusive of a 7,5% handling charge. It is therefore in the Tenderers interest to ensure that the list is complete.

Should there be insufficient space on the pages provided; the Tenderer shall add further pages as required.

THE RATES FOR THE PLANT AND EQUIPMENT MENTIONED IN THE SCHEDULE SHALL BE FILLED IN FOR THE ITEMS REQUESTED. SHOULD AN ITEM BE OMITTED IT SHALL BE DEEMED TO HAVE BEEN INCLUDED IN THE OTHER DAYWORKS RATES.

I. LABOUR

DESIGNATION		RATE	
		R	C
Kerb Layers	per hour		
Plant Operators	per hour		
Truck Drivers	per hour		
Labour - unskilled	per hour		
- semi-skilled	per hour		
- skilled	per hour		

II. MATERIALS

DESIGNATION		RATE	
		R	C
Cement	per 50 kg pocket delivered		
Concrete Sand	per m ³ delivered		
Concrete Aggregate	per m ³ delivered		

III. TRANSPORT

DESIGNATION	RATE	
	R	C
Per cubic metre kilometre		

IV. PLANT AND EQUIPMENT

ITEM	DESCRIPTION	NON-WORKING RATE*		OPERATING RATE		PER
		R	c	R	C	UNIT
	Excavator					
	LDV					
	Tipper 10 cubic meter					
	Grader (140G or equivalent)					
	Roller					
	16000Litres Water Tanker					
	TLB					

*Only applicable on authority of the Employer's Agent.

POLOKWANE MUNICIPALITY

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.3: DEMAND GUARANTEE AND RETENTION MONEY GUARANTEE

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT No 85 OF 1993**

C1.5: AGREEMENT WITH ADJUDICATOR

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO
ZONE 2 – (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of construction works viz.:

Project Description: _____

Contract No. _____

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

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

The offered total of the prices inclusive of value-added-tax is

.....

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the 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 terms of the Conditions of Contract identified in the Contract Data.

Signature(s)

Print Name(s)

Capacity

For the Tenderer.....

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

Signature of witness.....Date:

Print Name

Important Note: This page to be duly completed by the Tenderer before submitting the Tender.

ACCEPTANCE

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

The terms of the contract are contained in

Part 1: Agreements and Contract Data (which include this Agreement)

Part 2: Pricing Data

Part 3: Scope of Work

Part 4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into parts 1 to 4 above.

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

The Tenderer shall, within 7 days of receiving a completed copy of this Agreement (including the Schedule of Deviations, if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed copy of this original document, including the Schedule of Deviations (if any). Such date should be confirmed in a manner that can be read, copied and recorded and shall be accepted by the contracting parties as the Commencement Date. This agreement shall constitute a binding contract between the parties.

Signature(s)

Print Name(s)

Capacity

For the Employer

(Name of Organization)

.....

(Address of Organization)

Signature of witness..... Date:

Print Name

SCHEDULE OF DEVIATIONS

The extent of deviations from the Tender documents issued by the Employer before the Tender closing date is limited to those permitted in terms of the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated into the final Contract Document.

3.1 Subject.....

Details.....

3.2 Subject.....

Details.....

3.3 Subject.....

Details.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Contractor agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Contractor and the Employer in concluding this process of offer and acceptance; in witness thereof the parties hereto have caused this agreement to be executed.

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 Contractor of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signed by: Signed by:

Print Name: Print Name:

Address: Address:

.....
For and on behalf of the **Employer** in the
Presence of

.....
For and on behalf of the **Contractor** in the
presence of

Witness:

Witness:

Print Name:

Print Name:

Date:

Date.....

POLOKWANE MUNICIPALITY

C.1.2 Contract Data

CONTENTS

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C.1.2.1 . Part 1: Data provided by the Employer

C.1.2.1.1 Conditions of Contract

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially-available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House
1685
South Africa

Tel +27 (0)11 805 5947

The following Notes apply:

Note 1

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) the Form of Offer and Acceptance.
- (b) amendments to the General Conditions of Contract within the Contract Data.
- (c) additional conditions to the General Conditions of Contract within the Contract Data.
- (d) corrigenda to the General Conditions of Contract.
- (e) the General Conditions of Contract.
- (f) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

C.1.2.1.2 Contract-specific Data

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

C.1.2.1.2.1 Compulsory Data

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.14	The time for achieving Practical Completion is 04 months
1.1.1.15	The name of the Employer is Polokwane Municipality
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical address: Civic Centre Landdros Mare Street Polokwane City</p> <p>Postal address: PO Box 111 Polokwane 0700</p> <p>e-mail address: mapula@polokwane.gov.za</p> <p>Contact numbers: Corporate: 015 023 5346 Direct: 015 023 5335</p>
1.1.1.16	The name of the Employers Agent is: T3 Consulting Engineers cc
1.2.1.2	<p>The address of the Employers Agent is:</p> <p>Physical address: 184 Marshall Street, Polokwane; 0699</p> <p>Postal address: P O Box 1108 Fauna Park; 0787</p> <p>e-mail address: admin@t3ce.co.za</p> <p>Contact numbers: Corporate: 015 023 5346 Fax: 015 023 5335</p>

Clause	Data		
3.3.1	The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:		
	GCC Clause No	Description	Requires EWA*
	3.3.1	Employers Agent's Representative appointment and termination	Y
	3.2.4	Employers Agent's Representative acting on Engineer's behalf	Y
	4.5.4	Payment for notices and fees	Y
	4.7.1	Fossils, etc on Site	Y
	5.7.2	Work at night	Y
	5.7.3	Acceleration of rate of progress	Y
	5.7.3	Payment for acceleration	Y
	5.9.1	Instructions and drawings on Commencement Date	Y
	5.11.1	Suspension of the Works	Y
	5.11.3	Proceeding with Works after suspension	Y
	5.12.4	Acceleration instead of extension of time	Y
	5.13.2	Reduction in penalty	Y
	6.3.1	Variation orders	Y
	6.3.2.1	Confirmation of a Variation Order	Y
	6.4.1.4	Dayworks as a Variation Order	Y
	6.5.2	Materials for dayworks	Y
	6.8.2	Contract Price Adjustment to apply	Y
	6.8.3	Price adjustment for special material	Y
	6.8.4	Costs due to changes in legislation	Y
	6.11.1	Variations exceeding 20%	Y
	8.2.2.2	Damage due to excepted risks	Y
	10.1.5	Consultation on Contractor's claim	Y
	10.1.5	Ruling on Contractor's claim	Y

Clause	Data
	<p>*The following abbreviations apply:</p> <p>EAR Employers Agent's Representative</p> <p>EAWA Employers Agent's Written Action</p> <p>N No</p> <p>NA Not Applicable</p> <p>Y Yes</p>
4.9.1	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
4.10.2	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> ➤ Health and Safety Plan (Refer to Clause 4.3) ➤ A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). ➤ Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). ➤ Initial programme (Refer to Clause 5.6). ➤ Security (Refer to Clause 6.2). ➤ Insurance (Refer to Clause 8.6). ➤ Construction Work Permit issued by Department of Labour.
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 Days .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.8.1	<p>The non-working Days are Sundays.</p> <p>The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</p> <p>The 30-day period when the Construction work permit is awaited from the Department of Labour. (Note – no extension of time shall be applied for and approved during this waiting period. This period shall be deemed to be included in the contractor's programme.)</p>
5.13.1	The penalty for failing to complete the Works is 0,1 percent of contract price per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.

Clause	Data
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.
6.8.2	Contract Price Adjustment: Not Applicable.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	<p>The limit of retention money is 10% of the value of the Contract Price. A Retention Money Guarantee of 50% of the paid retention monies is compulsory at the completion of the project.</p> <p>A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.</p>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of 10% (ten percent) of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.

C.1.2.1.2.2 Variations to the General Conditions of Contract

Clause	Data
1.1.1.16	Employer's Agent Add the following after the first paragraph: "Employer's Agent shall have the same meaning and be synonymous with Engineer/engineer throughout the Contract document."
2.5.1	Cession <i>Amend Clause 2.5.1 as follows:</i> <i>Delete the words "without the written consent of the other"</i>
5.3.3	Time to instruct commencement of the Works Add the following to Clause 5.3.3 after the last sentence: "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."
5.14.1	Practical Completion Replace the last sentence of the second paragraph: "Should the Employer's Agent ... on expiry of 14 days." with the following: "Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."
5.14.2	Issue of Certificate of Practical Completion Replace "the Employer's Agent" in the second and third lines with the following: ", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"
5.14.4	Certificate of Completion Replace "the Employer's Agent" in the third line of the first paragraph with: ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"

Clause	Data
5.14.5.1	<p>Consequences of Completion</p> <p><i>Amend Clause 5.14.5.1 as follows:</i></p> <p><i>In the second line, substitute the word 'Guarantor' with 'Contractor'.</i></p>
6.2	<p>Security</p> <p><i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i></p> <p>"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> <p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2 as amended in the Contract Data."</p>
6.3.1	<p>Variations</p> <p><i>Amend Clause 6.3.1, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i></p> <p><i>", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</i></p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p><i>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</i></p>
6.3.2	<p>Orders for Variations to be in writing</p> <p>Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.</p>
6.9.2	<p>Definition of "materials"</p> <p><i>Amend Clause 6.9.2, as follows:</i></p> <p><i>Substitute the word 'plant' with 'Plant'.</i></p>

Clause	Data
6.10.4	<p>Delivery, dissatisfaction with and payment of payment certificate</p> <p>Replace “28 days” in the seventh line with “35 days”.</p>
6.10.5	<p>Payment of retention money</p> <p><i>Amend Clause 6.10.5 as follows:</i></p> <p><i>In the second line, add the words ‘, if any,’ after the words ‘Defects Liability Period’</i></p>
6.10.6	<p>Set-off and delayed payments</p> <p><i>Amend Clause 6.10.6.2 as follows:</i></p> <p><i>Delete the words ‘simple interest’ and substitute with the words ‘interest compounded monthly’.</i></p> <p><i>Delete the words ‘Contractor’s Bank’ and substitute with the words ‘Employer’s Bank’</i></p>
6.11	<p>Variations exceeding 15 per cent</p> <p><i>Replace the marginal heading with:</i></p> <p>“Variations exceeding 20 per cent”</p> <p><i>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</i></p>
7.4.4	<p>Cost of test specimens and tests</p> <p><i>Amend Clause 7.4.4.2 as follows:</i></p> <p><i>In the <u>second</u> line of paragraph two, add the words ‘the requirements of’ before the words ‘the Contract’</i></p>
8.1.3	<p>Excessive loads and traffic</p> <p><i>In the third line, add a comma after the word ‘Site’ as follows: ‘...in the vicinity of the Site, from...’.</i></p>
8.3.1	<p>Excepted risks</p> <p><i>Amend Clause 8.3.1.10 as follows:</i></p> <p><i>In the second line, delete the words ‘Employer or any of their’ and substitute with ‘or any of its’.</i></p>
8.6.6	<p>Contractor to produce proof of payment</p>

Clause	Data
	<p>“The Contractor shall before commencement of the Works produce to the Employer’s Agent:</p> <p>8.6.6.1 The policies by which the insurances are affected,</p> <p>8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and</p> <p>8.6.6.3 Proof of continuity of the policies for the required period.</p> <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer’s Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6.”</p>
8.6.7	<p>Remedy on Contractor’s failure to insure</p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data.”</p>
9.1.2	<p>State of emergency</p> <p><i>In the <u>fourth</u> line, delete the words ‘supply of’ and substitute with ‘availability of’.</i></p>
9.2	<p>Termination by Employer</p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or</p> <p>9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favor of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or</p> <p>9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employer’s Agent, a gratuity or reward or commission, or</p>

Clause	Data
	9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or
	9.2.1.5 The Contractor has abandoned the Contract.
	9.2.2 If the Contractor: 9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or
	9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or
	9.2.2.3 Has failed to proceed with the Works with due diligence, or
	9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employer's Agent written notice that the said materials or work have been condemned and rejected by the Employer's Agent in terms of these conditions, or
	9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or
	9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employer's Agent instructions to the contrary, sublet any part of the Contract, or
	9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.

Clause	Data
	<p>9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p>
	<p>9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."</p>

C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:

Clause	Data
1.1	<p>Definitions</p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p> <p>1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>
4.12	<p>Contractor’s superintendence</p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Site Agent shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Employer’s Agent in writing and shall not be replaced or removed from Site without the written approval of the Employer’s Agent.”</p>
5.6	<p>Programme</p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Engineer, the</p> <ul style="list-style-type: none"> • programme of the Works in terms of Clause 5.6.1 and • supporting documents in terms of Clause 5.6.2 <p>Within the period stated in the Contract Data, shall be sufficient cause for the Employer’s Agent to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p>

Clause	Data
5.9.7	<p>Employer’s Agent to approve Contractor’s Designs and Drawings</p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer’s Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.</p>
5.11	<p>Suspension of the Works</p> <p><i>Add the following sub-clause 5.11.4 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p>
5.12	<p>Extension of Time for Practical Completion</p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \left(\frac{Rw - Rn}{x} \right)$ <p>where</p>

Clause	Data																																																																																																																																																																																																																																										
	<div><div>V = Extension of time in calendar days for the calendar month under consideration</div><div>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</div><div>Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records</div><div>Rw = Actual recorded rainfall for the calendar month</div><div>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</div><div>x = 20</div></div>																																																																																																																																																																																																																																										
	<div>The rainfall records which shall provisionally be accepted for calculation purposes are:</div> <div>Based on records taken at: <div>Rainfall Station: Polokwane, Years of record: 2006 – 2016</div></div>																																																																																																																																																																																																																																										
	<div><div>Table 1 – RAINFALL RECORDS FOR PERIOD: 2006 – 2016</div><div>RAINFALL STATION: Polokwane Lat: 23.8570 Lon: 29.451 Height 1226m</div><div>Average No of Days with Rainfall exceeding 10mm:9.8 days/year</div><div>Average Rainfall: 488.6mm/year station no: 0677802BX</div><table><tr><td>MON</td><td>AVE</td><td>ST</td><td>N DAY</td><td>NUM</td><td>1</td><td>5.1</td><td>10.1</td><td>20.1</td><td>50.1</td><td>100.1</td><td>MAX R</td><td>MAX RAIN</td></tr><tr><td>MON</td><td></td><td>DEV</td><td>RAIN</td><td>MON</td><td>5</td><td>10</td><td>20</td><td>50</td><td>100</td><td>900</td><td>DAY</td><td>DATE</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>MON</td><td>AVE</td><td>ST</td><td>N DAY</td><td>NUM</td><td>1</td><td>5.1</td><td>10.1</td><td>20.1</td><td>50.1</td><td>100.1</td><td>MAX R</td><td>MAX RAIN</td></tr><tr><td>MON</td><td></td><td>DEV</td><td>RAIN</td><td>MON</td><td>5</td><td>10</td><td>20</td><td>50</td><td>100</td><td>900</td><td>DAY</td><td>DATE</td></tr><tr><td>JAN</td><td>65.9</td><td>39.3</td><td>65.9</td><td>11</td><td>3.4</td><td>2.1</td><td>1.3</td><td>0.7</td><td>0</td><td>0</td><td>38</td><td>1/18/2013</td></tr><tr><td>FEB</td><td>47.3</td><td>49.7</td><td>47.3</td><td>11</td><td>1.6</td><td>0.9</td><td>1.1</td><td>0.6</td><td>0</td><td>0</td><td>49</td><td>2/26/2006</td></tr><tr><td>MAR</td><td>58.4</td><td>33.2</td><td>58.4</td><td>11</td><td>3</td><td>1.3</td><td>1.1</td><td>0.7</td><td>0.1</td><td>0</td><td>51.5</td><td>3/27/2006</td></tr><tr><td>APR</td><td>43.3</td><td>46.6</td><td>43.3</td><td>11</td><td>1.5</td><td>1</td><td>0.7</td><td>0.5</td><td>0.1</td><td>0</td><td>68</td><td>4/4/2011</td></tr><tr><td>MAY</td><td>10.4</td><td>14</td><td>10.4</td><td>11</td><td>0.5</td><td>0.4</td><td>0.3</td><td>0.1</td><td>0</td><td>0</td><td>29.2</td><td>5/8/2009</td></tr><tr><td>JUN</td><td>1.7</td><td>3.6</td><td>1.7</td><td>11</td><td>0.3</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12</td><td>6/10/2009</td></tr><tr><td>JUL</td><td>2.4</td><td>4.3</td><td>2.4</td><td>11</td><td>0.3</td><td>0.1</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12.1</td><td>7/4/2007</td></tr><tr><td>AUG</td><td>2.3</td><td>5.6</td><td>2.3</td><td>11</td><td>0.2</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>00</td><td>19.2</td><td>8/15/2011</td></tr><tr><td>SEP</td><td>6.6</td><td>8.2</td><td>6.6</td><td>11</td><td>0.4</td><td>0.4</td><td>0.1</td><td>0.1</td><td>0</td><td>0</td><td>22.5</td><td>9/4/2015</td></tr><tr><td>OCT</td><td>48.1</td><td>29.5</td><td>48.1</td><td>11</td><td>1.5</td><td>0.7</td><td>1.4</td><td>0.6</td><td>0</td><td>0</td><td>38.2</td><td>10/29/2009</td></tr><tr><td>NOV</td><td>97.7</td><td>40.5</td><td>97.7</td><td>11</td><td>3.1</td><td>2</td><td>1.3</td><td>1.5</td><td>0.2</td><td>0</td><td>65.5</td><td>11/12/2008</td></tr><tr><td>DEC</td><td>104.6</td><td>56.3</td><td>104.6</td><td>11</td><td>3.8</td><td>1</td><td>1.7</td><td>1.9</td><td>0.1</td><td>0</td><td>55</td><td>12/16/2014</td></tr><tr><td>YR</td><td>488.6</td><td></td><td>67.9</td><td></td><td>19.5</td><td>9.8</td><td>9.2</td><td>6.8</td><td>0.5</td><td>0</td><td>488.6</td><td></td></tr></table><div>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</div></div>	MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN	MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE														MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN	MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE	JAN	65.9	39.3	65.9	11	3.4	2.1	1.3	0.7	0	0	38	1/18/2013	FEB	47.3	49.7	47.3	11	1.6	0.9	1.1	0.6	0	0	49	2/26/2006	MAR	58.4	33.2	58.4	11	3	1.3	1.1	0.7	0.1	0	51.5	3/27/2006	APR	43.3	46.6	43.3	11	1.5	1	0.7	0.5	0.1	0	68	4/4/2011	MAY	10.4	14	10.4	11	0.5	0.4	0.3	0.1	0	0	29.2	5/8/2009	JUN	1.7	3.6	1.7	11	0.3	0	0.1	0	0	0	12	6/10/2009	JUL	2.4	4.3	2.4	11	0.3	0.1	0.1	0	0	0	12.1	7/4/2007	AUG	2.3	5.6	2.3	11	0.2	0	0.1	0	0	00	19.2	8/15/2011	SEP	6.6	8.2	6.6	11	0.4	0.4	0.1	0.1	0	0	22.5	9/4/2015	OCT	48.1	29.5	48.1	11	1.5	0.7	1.4	0.6	0	0	38.2	10/29/2009	NOV	97.7	40.5	97.7	11	3.1	2	1.3	1.5	0.2	0	65.5	11/12/2008	DEC	104.6	56.3	104.6	11	3.8	1	1.7	1.9	0.1	0	55	12/16/2014	YR	488.6		67.9		19.5	9.8	9.2	6.8	0.5	0	488.6	
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Clause	Data
	<p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of N_n and R_n."</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the Employer's Agent.</p>
6.10	<p>Payments</p> <p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Employer's Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Employer's Agent. Issue by the Employer's Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer's Agent".</p>
	<p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p> <p>"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."</p>
9.3	<p>Termination by the Contractor</p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5 "In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employer's Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employer's Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."</p>

Clause	Data
	<p>Payment for labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
	<p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
	<p>Applicable Labour Laws</p> <p>The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>

C.1.2.2 Part 2: Data provided by the Contractor

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Name of the Contractor is:
1.2.1.2	The address of the Contractor is: Physical address:
1.2.1.2	Postal address: e-mail address: Contact numbers: Corporate: Direct: Mobile: Fax:

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.3 Performance Guarantee

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: -----

----- (Please put name of firm)

Physical address: -----

Postal address: -----

Tel:-----

Fax: -----

"Employer" means: **POLOKWANE MUNICIPALITY.**

"Contractor" means: -----

----- (Please put name of firm)

"Guarantee sum" means: 10% of the contract amount

"**Employer's Agent**" means: -----

"**Works**" means: Permanent works together with temporary works

"**Site**" means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

"**Contract Sum**" means: The accepted amount inclusive for tax of R-----

Amount in words: -----

----- **"Expiry**

Date" This Guarantee shall expire upon the issue of the **Completion Certificate** issued by Polokwane Municipality signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. Expiry Date” This Guarantee shall expire upon the issue of the final completion certificate issued by Polokwane Municipality signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer
The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 . Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer’s Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The contractor has been termination due to the Contractor’s default and this performance Guarantee is called up in terms of 5; or
 - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor’s maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

RETENTION MONEY GUARANTEE
(Not to be completed at tender stage)

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

GUARANTOR DETAILS AND DEFINATIONS

"Guarantor" means: -----

----- (Please put name of firm)

Please address: -----

Postal address: -----

Tel:-----

Fax: -----

"Employer" means: **POLOKWANE MUNICIPALITY.**

"Contractor" means: -----

----- (Please put name of firm)

"Guarantee sum" means: 10% of the contract amount

"**Employer's Agent**" means: -----

"**Works**" means: Permanent works together with temporary works

"**Site**" means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

"**Contract Sum**" means: The accepted amount inclusive for tax of R-----

Amount in words: -----

-----"**Expiry**

Date" This Guarantee shall expire upon the issue of the **Final Completion Certificate** issued by Polokwane Municipality signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

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

RETENTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by Polokwane Municipality signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.3 . Its obligation under this Retention Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The contractor has been terminated due to the Contractor's default and this Retention Guarantee is called up in terms of 5; or
 - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Retention Guarantee is called up in terms of 5; and
 - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.

8. Payment by Guarantor in terms of 5 will only be made against the return of the original Retention Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Retention Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the Polokwane Municipality or any other institution that do work for or on behalf of Municipality.

This agreement is between:

THE CONTRACTOR:

Herein represented by.....

In his capacity, asBeing duly authorized hereto hereinafter

referred to as “contractor”.

Compensation Commissioner Number:

(Attach a copy of the Registration

Certificate to this agreement)

Company : Name:.....

Registration Number:

CEO : Name:.....

ID Number:

Physical Address:

.....

**And the POLOKWANE MUNICIPALITY
(Hereinafter referred to as “the Council”)**

1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the “Contractor” as defined in the “Principal Contract”.
Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure “A”.
- 1.4 **COUNCIL** Means the Polokwane Municipality
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Council.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor’s obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises, which are owned, rented or developed by the Council.
- 2.3 The Council acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The “Contractor” hereby indemnifies the “Council” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
- 3.1.2 The Health Act 63 of 1977.
- 3.1.3 Road Traffic Act 29 of 1989 (as amended).

- 3.1.4 Environment Conservation Act 73 of 1989.
 - 3.1.5 The National Water Act 36 of 1998.
 - 3.1.6 The Criminal Procedure Act 51 of 1977.
 - 3.1.7 The Explosives Act 26 of 1956.
 - 3.1.8 The Arms and Ammunition Act 75 of 1969.
 - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
 - 3.1.10 The Labour Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
 - 3.1.15 Any other health and safety standard prescribed by the "Council".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Council" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Council" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.
- 4. PERFORMANCE SAFE WORKING PRACTICE**
- 4.1 The "Council" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Council's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.2 The "Council" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the “off” or “closed” position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Council”.
- 6.2.1 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the “Council”.
 - ii) Approval has been obtained from the “Council” to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

7. MACHINE VALANCES, PROTECTION AND FENDING

- 7.1 No machine valances, protection or fending may be removed from machines, manholes, etc. without the written permission of “Council” if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to “Council” may be used without written permission from “Council”.
- 8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to “Council” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “Council” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to “Council” for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from "Council" to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Council" for approval.
- 9.5 Written permission must be obtained from "Council" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Council's" Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

11. FLAMMABLE LIQUIDS

- 11.1 The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Council's" fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

- 12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Council" shall not be tolerated. The "Council" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the

“Council” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.

14.2 The “Council” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.

14.3 The “Contractor” undertakes to report to “Council” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

15.1 The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and “Council” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

16. SERVICE INTERRUPTION

16.1 Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from “Council”, before such work commences. The “Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Council”.

17. CONFIDENTIALITY

17.1 The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.

17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Council”.

17.3 The “Contractor” shall not put up any advertisements or billboard at the site without permission.

17.4 The “Contractor” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Council”, or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

18.1 Employees of the “Contractor” shall not be allowed entrance to the site unless a valid identity document, issued by “Council”, is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

19.1 The “Contractor” or his employees shall not leave the contract site before the “Council” is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Council" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Council" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the "Council" against any or all liability which may be incurred by the "Council" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Council" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Council" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Council" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Council", upon demand, all costs and expenses incurred by "Council", in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Council" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. "CONTRACTOR" IDENTIFICATION BOARD

- 23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done.
- The contact number and name of the person representing the “Contractor”.
- The contact number and name of the person representing “Council”

24. ACKNOWLEDGEMENT

- 24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

..... 1.
THE CONTRACTOR
2.

THE COUNCIL

SIGNED AT ON THIS DAY OF.....

WITNESSES..... 1.
THE COUNCIL
2.

b) INDEMNITY CERTIFICATE

Contractor.....

Employer: Polokwane Municipality

Contract.....

I/we

Hereafter the "Contractor"

"Contractor" hereby indemnifies the Polokwane Municipality (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Council", as well as of any loss or damage which the "Council" suffers or expenditure the "Council" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Council" suffers.

THUS, done and signed at on this..... Day

of..... 20.....

WITNESSES:

1. **CONTRACTOR**

2. **COUNCIL**

c) ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized heretorepresenting

.....Contractors, acknowledge receipt of a copy of the Polokwane Municipality's safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON..... 200...

I, accept the abovementioned appointment, and declare that I am familiar with the contents of the Polokwane Municipality's Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON..... 200....

SIGNATURE:

WITNESSES: 1.

2.

A copy of this certificate shall be submitted to the "Council" before any work commences.

C1.5: Agreement with Adjudicator

This agreement is made on the.....day of 20.....between: The Employer

(name of company / organisation)
of

(address).....

.....and the Contractor

(name of company /organisation)

of (address).....

.....(hereinafter called **the Parties**)

and

(name).....of (address)

.....
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....

and known as Contract No.....

(Contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name:

who warrants that he/ she is
duly authorised to sign for and
on behalf of the **First Party** in
the presence of

Witness:

(Signature).....

Name:

who warrants that he/ she is the
duly authorised to sign for
and on behalf of the **Second
Party** in the presence of

Witness:

(Signature).....

Name:

Adjudicator in the
presence of

Witness:

(Signature).....

Name:

Address:

.....

Date:

Name:

Address:

.....

Date:

Name:

Address:

.....

Date:

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.

C2.1 Pricing Instructions

1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder's obligations in pricing the Bidder offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bidder contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bidder Data.

2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bidder Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. DEFINITIONS

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

Unit	:	The unit of measurement for each item of work as defined in the Scope of Work and Site Information.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of measurement at which the Contractor Contracts to do the work.
Amount	:	The product of the quantity and the rate Bided for an item.
Sum	:	An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. REFERENCES

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the Bill. 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 for this contract is COLTO 1998 Edition.

6. UNITS OF MEASUREMENT

The units of measurement indicated in the Bill of Quantities are metric units.
The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
m ²	=	square metre
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
m ² -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

7. NET MEASUREMENTS

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. QUANTITIES

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

9. CURRENCY

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. VALUE ADDED TAX

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

11. RATES AND PRICES

11.1 General

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals 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 Bidder 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.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

- f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

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.

11.4 Labour Intensive work

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified by the design the contractor is expected

to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

12. VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

POLOKWANE MUNICIPALITY

**PROJECT DESCRIPTION: PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2
– (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.**

C2.2 BILL OF QUANTITIES

POLOKWANE LOCAL MUNICIPALITY

CONTRACT NO.: PM36/2021

UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 - (54th Avenue and 58th Avenue)

				SECTION 1200	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	(i) Payment of community liaison officer @ R4500/Month.	Prov.Sum	4	4 500,00	R 18 000,00
	(ii) Handling costs and profit in respect of B12.01(i) above	%	R 18 000,00		
B12.02	Community participation				
	a) Cost of community participation and PSC support @ R140 per member per sitting at a maximum of 10 members	Month	4	1 400,00	5 600,00
	c) Handling cost and profit in respect of subitem 12.05 (a)	%	5 600		
B12.03	Training:				
	a) CETA accredited training	Prov Sum	1,00	30 000,00	30 000,00
	b) Remuneration of workers undergoing technical skills training	Prov Sum	1,00	20 000,00	20 000,00
	c) Transport and Venue of workers for training where it is not possible to undertake the training in close proximity to the site	Prov Sum	1,00	15 000,00	15 000,00
	d) Provision of Training for one (1) students @ R4500/month	Month	4,00	4 500,00	18 000,00
	e) PSC Refreshment while undergoing induction.	Prov sum	1,00	2 000,00	2 000,00
	f) Handling cost and profit in respect of B12.01 a), b) c), d) & e) above	%	85 000		
PS12.05	Protection, removal, relocation and replacement of Utility services.				
	(a) Utility services				
	(i) Protection, removal, relocation and replacement of utility services.	PC Sum	1,00	180 000,00	R 180 000,00
	(ii) Handling costs and profit in respect of sub-items (a) (i) above	%	R 180 000,00		
B12/C1.1	Contractor's initial obligation in respect of the OHS Act and Construction Regulations including covid 19 compliance	L/Sum	1,00		
B12/C1.3	Submission of Health and Safety File	L/Sum	1,00		
B12/C1.1	Provision of PPE's for local labourers including covid 19 compliance	PC Sum	1,00	15 000,00	R 15 000,00
	(i) Handling costs and profit in respect of sub-items (a) (i) above	%	R 15 000,00		
B12.09	Supply, transport and erect contract sign board as per Drwng No. T3CE/PM42/2020/11	No.	1		
1200	TOTAL CARRIED TO SUMMARY	C2.2.2			

				SECTION 1300	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
13,01	The Contractor's general obligations:				
	(a) Fixed obligations	Lump.Sum			
	(b) Value related items	Lump.Sum			
	(c) Time-related obligations	month	4		
	The combined total tendered for sub-items (a),(c) shall not exceed 15% of the tender sum.				
B13.09	(d) Contractor's Time related Obligations in respect of the OHS Act and Construction Regulations	Month	4		
1300	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	SECTION 1400	
				RATE	AMOUNT
1400	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
B14.01	Provision of offices, accommodation and laboratory				
	a) Office accommodation for Resident Engineers staff including all furniture, services and carports. Minimum area 80m2 in 3 offices, including furniture for 4 people and boardroom facilities.	lump sum	1		
	e) Ablution units, including kitchen area and utensils	lump sum	1		
B14.03	Office and laboratory fittings, installation and equipment				
	b) Prime-cost items and items paid for in a lump sum				
	i) The provision of printing, copying and scanning facilities for the supervisory staff	PC Sum	1	20 000,00	20 000,00
	ii) Handling costs and profit in respect of subitem 14.03(b)	%	20 000		
14,08	Services				
	The provision of water, electricity, low pressure gas, sewerage and rubbish removal, cleaning services, maintenance and repairs, all as specified in Clause 1404, including the construction and maintenance of access roads, footpaths, etc				
	a) Services at offices and laboratories:				
	i) Fixed costs	lump-sum	1		
	ii) Running costs	month	4		
B14.11	Provision and erection of security fencing (including gate)	m	205		
1400	TOTAL CARRIED FORWARD TO SUMMARY				

				SECTION 1500	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	km	0,60		
B15.03	Temporary traffic-control facilities:				
L	a) Flagmen	man-day	180		
	b) Portable STOP and GO-RY signs	No	2		
	d) LED flicker lights	No	2		
	e) Road signs, R- and TR-series, (900mm)	No	5		
	f) Road signs, TW-series, (900mm)	No	5		
	g) Road signs, STW-, DTG-, TGS- and TG-series (excluding delineators and barricades)	m ²	10		
	h) Delineators (DTG50J) (900mm):				
	ii) Mounted back to back	No	25		
	i) Movable barricade/road sign combination (DTG106 2400 x 400mm / TR17 - 1200mm Dia combination)	No	2		
	(h) Delineators (DTG50J):				
	(i) Single	number	25,00		
	(ii) Mounted back to back	number	25,00		
	(n) Safety jackets and hats	No	2,00		
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m ³	50,00		
15.06	Watering of temporary deviations	kilolitre	150,00		
15/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	324		
1500	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	SECTION 1800	
				RATE	AMOUNT
1800	<u>DAYWORKS</u>				
B18.01	Labourers:				
	(i) Unskilled	h	1		
	(ii) Semi-skilled	h	1		
	(iii) Skilled	h	1		
B18.02	Foreman	h	1		
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	h	1		
	(ii) 5.1 - 10 ton	h	1		
B18.04	Loader (0,5m³)	h	1		
B18.05	Grader (CAT 140G or similar)	h	1		
B18.06	LDV	km	1		
B18.07	Compaction rollers:				
	(i) Vibratory roller	h	1		
	(ii) Tamping roller	h	1		
	(iii) Grid roller	h	1		
B18.08	Hand controlled compactors				
	(i) Pedestrian roller (Bomag BW90)	h	1		
	(ii) Vibratory plate	h	1		
	(iii) Rammers	h	1		
B18.09	Water truck (min. 10000litre)	h	1		
1800	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	SECTION 2300	
				RATE	AMOUNT
2300	<u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
23.01	Concrete kerbing:				
	(a) (i) Prefabricated mountable kerb, SABS 927 fig 8b, as shown on the Drawings	m	1 400,00		
	(b) Edge beam (200mm deep x 200 wide mm) 30/19Mpa	m³	2,0		
23,04	Cast in situ concrete chutes (measured by components):				
	(a) Concrete				
	(1) Class 25/19mpa	m³	2,0		
	(b) Formwork				
	(1) F1 Surface finish	m²	5		
	(2) F2 Surface finish	m²	5		
2300	TOTAL CARRIED FORWARD TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	SECTION 3200	
				RATE	AMOUNT
3200	<u>SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS</u>				
32.06	Stockpiling of material	m³	2 450		
3200	TOTAL CARRIED TO SUMMARY				

				SECTION 3300	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	<u>MASS EARTHWORKS</u>				
33.04	Cut to spoil and stockpile including free-haul up to 2 km. Material obtained from:				
	(a) All type of material	m³	4 900		
33.10	Roadbed preparation and the compaction of material:				
	(a) Compaction to 93% of modified AASHTO density	m³	735		
B34/16.01	Overhaul with a free-haul distance up to 2.0km.	km.m³	27 073		
33,13	Finishing-off cut and fill slopes				
	a) Cut slopes	m²	200		
3300	TOTAL CARRIED TO SUMMARY				

				SECTION 3400	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	<u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
34.01	Pavement layers constructed of G6 material from stockpile.				
	(d) 150mm Gravel sub-base (chemically stabilized material, C4) compacted to:				
	(ii) 96% of modified AASHTO density 150mm.	m³	809		
B34,01	Pavement layers constructed of G5 material from Commercial source.				
	(d) 150mm Gravel sub-base (chemically stabilized material, C4) compacted				
	(ii) 96% of modified AASHTO density 150mm.	m³	400		
B34/16.01	Overhaul with a free-haul distance up to 2.0km.	km.m³	2 102		
3400	TOTAL CARRIED TO SUMMARY				

				SECTION 3500	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>STABILIZATION</u>				
35.01	Chemical stabilization extra over unstabilized compacted layers:				
	(c) Gravel Sub-base, 150 mm thick*	m³	1 209		
35.02	Chemical stabilizing agent:				
	(a) CEM II Grade, 32.5	t	86		
35,04	Provision and application of water for curing	kl	500		
3500	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	SECTION 3600	
				RATE	AMOUNT
3600	<u>EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE.</u>				
36,01	Crushed stone base:				
	(c) Constructed from type G2 material obtained from commercial sources and compacted to 85% of bulk relative density (150mm).	m³	630		
3400	TOTAL CARRIED TO SUMMARY				

				SECTION 4100	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100	<u>PRIME COAT</u>				
41.01	Prime coat:				
	(a) Quick drying MSP tar prime @ 0.7l/m²	litre	3185,00		
4100	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	SECTION 4200	
				RATE	AMOUNT
4200	ASPHALT BASE AND SURFACING				
42,02	Asphalt surfacing				
	(a) Continuously medium graded (AC) (30mm thick).	m²	5 040		
42,04	Tack coat of 30% stable-graded emulsion @ 0.5l/m²	l	2 100		
PS42.08	100mm cores in asphalt paving	No.	4		
	Speed Humps	No	3		
4200	TOTAL CARRIED TO SUMMARY				

				SECTION 5600	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	<u>ROAD SIGNS</u>				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from: (a) Aluminium sheet (2,0 mm thick): (i) Area not exceeding 2 m ²	m ²	5		
56.02	Extra over item 56.01 for using: (a) Background of retro-reflective material: (i) Class I	m ²	5		
56.03	Road sign supports (overhead road sign structures excluded): (b) 50mm D-Shape galvanized support.	m	10		
LI 56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	3		
LI56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	3		
5600	TOTAL CARRIED TO SUMMARY				

				SECTION 5700	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	ROAD MARKINGS				
57,02	Retro-reflective road-marking paint:				
	(d) White lettering and symbols	m ²	30,0		
5700	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	SECTION 5900	
				RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59,01	Finishing the road and road reserve:				
	(b) Single-carriageway road	km	0,70		
5900	TOTAL CARRIED TO SUMMARY				

ITEM NO	LIC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7300		<u>CONCRETE INTERLOCKING PAVING BLOCKS</u>				
7300	LIC	Supply and lay 80mm concrete interlocking paving blocks, with a bedding of 20mm sieved sand including poisoning.	m2	0,00		
7300		TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	SECTION 8100	
				RATE	AMOUNT
8100	<u>TESTING MATERIALS AND WORKMANSHIP</u>				
81.02	Other special tests requested by the Engineer:				
	(a) Cost of testing	PC.Sum	1,00		
	(b) Charge on Prime Cost Sum	%	60 000		
8100	TOTAL CARRIED TO SUMMARY				R 0,00

SUMMARY OF SCHEDULE OF QUANTITIES

1200	GENERAL REQUIREMENTS AND PROVISIONS.....	R	_____
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS.....	R	_____
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL.....	R	_____
1500	ACCOMMODATION OF TRAFFIC.....	R	_____
1800	DAYWORKS.....	R	_____
2300	CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES AND CONCRETE LINING FOR OPEN DRAINS.....	R	_____
3200	SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS.....	R	_____
3300	MASS EARTHWORKS.....	R	_____
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL.....	R	_____
3500	STABILIZATION.....	R	_____
3600	EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHE STONE.....	R	_____
4100	PRIME COAT.....	R	_____
4200	ASPHALT LAYER SURFACING.....	R	_____
5700	ROAD MARKINGS.....	R	_____
5600	ROAD SIGNS.....	R	_____
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS.....	R	_____
8100	TESTING MATERIAL AND WORKMANSHIP TREATING OLD ROADS	R	_____
		TOTAL	R _____

CALCULATION OF TENDER SUM

SUMMARY OF SCHEDULE OF QUANTITIES TOTAL..... R _____

ADD CONTINGENCIES

The sum provided here is under the sole control of the
 Engineer and may be deducted in whole or in part. R _____

SUBTOTAL R _____

ADD VALUE-ADDED TAX (VAT)

The tenderer shall add 15% of subtotal for VAT R _____

TOTAL CARRIED TO FORM OF OFFER R _____

POLOKWANE MUNICIPALITY

**PROJECT DESCRIPTION: PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2
– (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.**

CALCULATION OF TENDER SUM

**SUB-TOTAL 1 FOR SCHEDULE OF QUANTITIES (brought
forward)**

R

ADD 5% OF SUB-TOTAL 1 FOR CONTINGENCIES

R

SUB-TOTAL 2

R

ADD 15% VAT

R

**TOTAL TENDER SUM CARRIED FORWARD TO FORM OF
OFFER**

R

POLOKWANE MUNICIPALITY

**PROJECT DESCRIPTION: PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2
– (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.**

PART C3: SCOPE OF WORK

- C3.1: DESCRIPTION OF WORKS**
- C3.2: ENGINEERING**
- C3.3: PROCUREMENT**
- C3.4: SUBCONTRACTING**
- C3.5: CONSTRUCTION**
- C3.6: MANAGEMENT**
- C3.7: HEALTH AND SAFETY**
- C3.8: PROJECT SPECIFICATIONS**

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.

C3: SCOPE OF WORK

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the COLTO 1998, SANS 1200 Standardized Specifications, the Bill of Quantities and the Drawings, the Project Specifications, shall take precedence and prevail in the Contract.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The aim of the project is the “**PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.**”

” in order for the Polokwane Local Municipality to fulfil its function of providing safe and adequate infrastructural services to the communities residing within the Seshego Zone 2 Area. The objective will be to utilise the envisaged funds to an optimum in order to create a facility that will be to the benefit of the total community in the Polokwane Local Municipality.

C3.1.2 OVERVIEW OF THE WORKS

The Polokwane Local Municipality wishes to implement the project; “**PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.**”. The project entails construction of internal streets in Seshego Zone 2 for the total length of **700m**.

C3.1.3 EXTENT OF WORKS

The design for “**PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.**” involves the following items;

- Site establishment;
- Accommodation of traffic,
- Earthworks, Cut to stockpile for a total length of 700m of internal streets,
- Construction of 150mm of roadbed,
- Construction of pavement layers i.e. Rip and Compact the in-situ 150mm roadbed, 150mm stabilized gravel sub-base layer, 150mm base-layer constructed of G2 crushed stones from commercial source.
- Construction of concrete kerbing Figure 8b on both sides of the road,
- Laying of 30mm of continuously graded asphalt,
- Installation of permanent road signs and road markings,

- Cleaning of the road reserve after completion.

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.

C3.1.4 LOCATION OF THE WORKS

The project “**PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.**” is located about 10km North West of Polokwane city under Polokwane Local Municipality within the jurisdiction of Capricorn District Municipality in the Limpopo Province.

S: 23°50'53.18"	E: 29°23'24.87"
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C3.1.5 TEMPORARY WORKS

Temporary works will include, but not limited to temporary traffic diversion.

C3.1.6 Labour-Intensive Works

All the relevant tasks/works shall be constructed using Labour-Intensive Construction Methods only.

C3.1.7 Construction program

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Tenderers shall submit with their tender their **preliminary weekly programme for the construction** of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

C3.1.8 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C3.2.2 Drawings

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The following drawings are applicable to this contract:

LIST OF DRAWINGS

T3CE/PM36/2021/01	LOCALITY MAP AND LIST OF DRAWINGS
T3CE/PM36/2021/02	MAIN KEY LAYOUT PLAN
T3CE/PM36/2021/03	LAYOUT PLAN AND LONGITUDINAL SECTION FOR 54 th AVENUE FROM CH 0 – 250
T3CE/PM36/2021/04	LAYOUT PLAN AND LONGITUDINAL SECTION FOR 58 th STREET FROM CH 0 – 450
T3CE/PM36/2021/05	TYPICAL CROSS-FALL SECTION
T3CE/PM36/2021/06	DETAILS FOR ROAD SIGNS AND ROAD MARKINGS 1
T3CE/PM36/2021/07	DETAILS FOR CONTRACT NAMEBOARD

The applicable drawings mentioned above are attached at the end of this section (C3 – Scope of Work).

C3.3 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Polokwane Local Municipality and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement.

C3.4 SUB-CONTRACTING

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and

- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C3.5 CONSTRUCTION

C3.5.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3.5.3 Construction Equipment

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C 3.5.4 Existing Services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

C3.5.5 Site Establishment

- Source of Water Supply

The Contractor is to arrange with the Local Authority for water and be responsible for the costs of water for construction purposes.

- Sources of power supply

The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

- Location of camp and depot

The Contractor shall make arrangement of the Contractors camp to the Contractor during the site inspection.

- Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

- Temporary offices

The Contractor is required to provide a specific office space for the Engineers, for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

- Laboratory facilities

The use of commercial laboratories will be allowed, but the laboratory to be used is subject to the approval of the Engineer.

- Sanitary facilities

The facilities are, however, to be kept in a clean and hygienic condition, to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

- Name Boards

One name board shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

- Survey assistant and equipment

The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as theodolite and/or level plus accessories.

C3.5.6 Site Usage

- Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the Polokwane Local Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been

temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

- Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

- Blasting

As the construction takes place within a built-up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

- (a) It is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and**

- (b) The firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) It is held against the surface with a force of at least twice its weight; and
 - (ii) The angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

- Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

- Access to individual erven

Access to all public and private property must be maintained at all times. Where excavations cross the access point to any property, the Contractor is to make sure that access be properly done for vehicles to pass.

The Engineer must approve the method of providing access before any excavation commences.

- Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;

- (f) ___ are prevented from falling into excavations, water or any other area lower than _____ the working surface by installing adequate edge protection, which may include _____ guardrails and crash barriers;
- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
- (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (k)___ every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (l) ___ the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (m) ___ every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) ___ bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (o) ___ whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) _____ when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

C3.6 MANAGEMENT

C3.6.1 Management of the Works

▪ Planning and programme

The Contractor shall deliver to the Engineer within **14** days, calculated from the commencement date, a realistic programme showing the order of procedure, the

duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is **0.01% per day**.

- Setting out of the works

Generally, the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor 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 shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall 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:

- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

- Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

- Employment of local labour

It is a specific criterion of this project that should as far as possibly adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Polokwane Local Municipality; area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The standardized Wage rates per day for both operational and capital projects for local labour will be as follows;

1.1 Operational Projects

- b) **R 201.58** for Grade 1 (Skilled Labour) per day
- c) **R 172.78** FOR Grade 2 (Semi-Skilled Labour) per day

1.2 Capital Projects

- a) **R 191.60** per day

This will be payable by the Contractor on **[Monthly]** basis. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as maybe laid down by the Engineer; or

- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

- Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

- Communication

The Employers Agent on this project will be: **T3 Consulting Engineers cc**

Contact No: **015 291 5301**

The contact person for the Employer is: **Mr. Maoto Legodi**

Contact No: **015 290 1000**

- Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

- Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

- Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

- Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

▪ Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 10 of the General Conditions of Contract for Construction Works (2004), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or

- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

C3.7 HEALTH AND SAFETY

- Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the

provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment
- Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Polokwane Local Municipality. All work is to be to the satisfaction of the Engineer.

- Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property or injury or death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

ADDITIONS TO SCOPE OF WORK

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

Employer's objectives

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

Labour-intensive works

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data . Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

Labour Intensive Competencies of Supervisory and Management Staff

Contractors having a CIDB contractor grading designation of 4CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a

contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

The Employer may set other conditions at their discretion which must be complied to when engaging Contractors who do not comply with is provision.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF Level	Unit standard titles	Skills programme description
Team leader / supervisor	1	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair	

		and Maintain Structures		
Foreman/ supervisor	4	Implement Labour-Intensive Construction Systems and Techniques		This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain	}	any one of these 3 unit standards
		Roads and Stormwater Drainage Use Labour-Intensive Construction Methods to Construct and Maintain		
		Water and Sanitation Services Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures		
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes		Skills Programme against this single unit standard

1. Employment of Unskilled and Semi-Skilled Workers in Labour-Intensive Works

1.1 Requirements for the sourcing and engagement of labour.

1.1.1 Unskilled and semi-skilled labour required for the execution of all labor-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

1.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 55% women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

1.2.2 Contract participation goals

1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

1.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.3 Variations to SANS 1914-5

1.2.4.1 The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that

will undergo training and when such training is required. The employer must be furnished with a copy of this request.

- 1.3.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.
- 1.3.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- 1.3.5 The contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.
- 1.3.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.
- 1.3.7 Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.8 PROJECT SPECIFICATIONS

C3.8.1 PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or construction methods, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

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

B2 SECTION 1100: DEFINITIONS AND TERMS

B1156 LABOUR-OPTIMISING CONSTRUCTION

ADD THE FOLLOWING NEW CLAUSE:

The cost-effective employment of as great a portion of labour as is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

The number of each payment item in the schedule of quantities for the above clause will consist of the Prefix L1 forward by a number corresponding to the number of the relevant Clause or Payment Item in the Standard Specifications.

B3. SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

ADD THE FOLLOWING NEW PARAGRAPH:

“Before work commences”, the Contractor if required, shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the contractor due to services crossing the site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the works”.

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)

Requirements regarding the training of labourers and Emerging Contractors (EC’s).

The requirements for work to be undertaken by labourers and work to be undertaken by EC’s.

(b) Programme of work for rehabilitation work

Amend the word “network” in the fourth line of the second paragraph to read as “bar (Gantt) chart”.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

“The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system.”

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS

Add the following:

"The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

The Contractor shall take care that property beacons, trigonometrically survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities".

(e) Materials on the site

Add the following:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

(a) The site selected for this purpose is approved by the engineer

(b) Such land is physically separated from any production plant or operation

(c) Only materials for use under this contract is stockpiled on such land

(d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land

(e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical path method)

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

“The value of “n” shall be taken as **per table 1 below, depending on the month of the event.** per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than **n-value** in any calendar month, the difference between the **n-value** and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

<p>Table 1 – RAINFALL RECORDS FOR PERIOD: <u>2006–2016</u></p> <p>RAINFALL STATION: Polokwane Lat: 23.8570 Lon: 29.451 Height 1226 m</p> <p>Average No of Days with Rainfall exceeding 10mm: 9.8 days/year</p> <p>Average Rainfall: 488.6 mm/year station no: 0677802BX</p>												
MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN
MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE
MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN
MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE
JAN	65.9	39.3	65.9	11	3.4	2.1	1.3	0.7	0	0	38	1/18/2013
FEB	47.3	49.7	47.3	11	1.6	0.9	1.1	0.6	0	0	49	2/26/2006
MAR	58.4	33.2	58.4	11	3	1.3	1.1	0.7	0.1	0	51.5	3/27/2006
APR	43.3	46.6	43.3	11	1.5	1	0.7	0.5	0.1	0	68	4/4/2011
MAY	10.4	14	10.4	11	0.5	0.4	0.3	0.1	0	0	29.2	5/8/2009
JUN	1.7	3.6	1.7	11	0.3	0	0.1	0	0	0	12	6/10/2009
JUL	2.4	4.3	2.4	11	0.3	0.1	0.1	0	0	0	12.1	7/4/2007
AUG	2.3	5.6	2.3	11	0.2	0	0.1	0	0	0	19.2	8/15/2011
SEP	6.6	8.2	6.6	11	0.4	0.4	0.1	0.1	0	0	22.5	9/4/2015
OCT	48.1	29.5	48.1	11	1.5	0.7	1.4	0.6	0	0	38.2	10/29/2009
NOV	97.7	40.5	97.7	11	3.1	2	1.3	1.5	0.2	0	65.5	11/12/2008
DEC	104.6	56.3	104.6	11	3.8	1	1.7	1.9	0.1	0	55	12/16/2014
YR	488.6		67.9		19.5	9.8	9.2	6.8	0.5	0	488.6	

SOURCE OF INFORMATION: South African Weather Service, Private Bag X097, Pretoria, 0001

Nw = Actual number of days during calendar month on which a rainfall of 10 mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of 10 mm or more is recorded in terms of existing rainfall data.

Rw = Actual rainfall for the calendar month concerned in mm.

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following subclause:

"(h) No concrete paving block directly adjoining the concrete kerbs and concrete side drains shall be constructed prior to the completion of the concrete kerbs and concrete side drains."

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

REPLACE THE FOURTH PARAGRAPH WITH THE FOLLOWING:

"The sign-boards shall be painted with the legend in English".

B1227: MONTHLY SITE MEETINGS

ADD THE FOLLOWING:

The Contractor or his authorized representative attending these meetings shall be a person who is empowered to take contractually binding decisions.

B1228: LEGAL PROVISIONS

ADD THE FOLLOWING NEW PARAGRAPHS:

"The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and hazards likely to be encountered on this Contract, and which cover the Employers' health and safety specifications (subclause 4(1) of the regulations, are detailed in the Project Specifications, Schedule of Quantity and Drawings.

The Contractor shall in terms of subclause 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations.

No extra over or additional payment shall be made to compensate the Contractor for compliance with these Regulations, and compensation shall be included in the rates tendered for the applicable items of work."

B1229: CEMENT

Where reference is made in this specification or the Standard Specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS EN 197-1: Cement-composition, specifications and conformity criteria Part 1: Common cements.

SABS EN 197-1: Cement-composition, specifications and conformity criteria Part 1: Common cements.

CEMENT TYPE	CEM 1			CEM II A - M	CEM II A - S	CEM II B - S	CEM II A - L	CEM II A - V	CEM II B - V	CEM III A
CEMENT GRADE	52,5	42,5R	42,5				32,5			
Alpha	Rapid Hard	-	Portland Cement	-	-	-	All Purpose Cement	All Purpose Cement	Building Cement	-
Alpha Swaziland	-	-	-	-	-	-	-	-	Multi Purpose Cement	-
Lafarge	Duracast	-	Duratech	Powercrete	-	-	-	-	Buildcrete 32,5	-
NPC	-	Eagle Super	-	-	Eagle Plus/ Premium	Eagle Plus	-	-	-	Eagle Pro
PPC	Rapo	Rapo	OPC	-	-	-	Surebuild	Surebuild	Surecrete	-
PPC Botswana	-	-	-	-	-	-	-	Surebuild	Botcern	-
Slagment	-	-	-	-	-	-	-	-	-	Geotech 50*

* This product is intended for road stabilisation purposes only. It is generally only available in bulk.

** Note that all products listed above bear the SABS mark. Information correct in October 2001.

B1230: COMMUNITY LIASON OFFICER (CLO)

The Contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the Project Co-ordinating Committee, the Engineer and the Employer. The Contractor shall direct all his liaison efforts with the local communities through the appointed officer. The Contractor shall, however, accept the appointed officer as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

(i) To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal working day will extend from 07:15 in the morning until 15:15 in the afternoon.

(ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.

(iii) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.

(iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".

(v) To attend all meetings in which the community and/or labour are present or are required to be represented.

(vi) To assist in the identification, and screening of labourers from the community in accordance with the Contractor's requirements.

(vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.

(viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.

(ix) To keep a daily written record of his interviews and community liaison.

(x) To attend monthly site meetings to report on labour and RDP matters.

(xi) All such other duties as agreed upon between all parties concerned.

(b) Period of employment of the Community Liaison Officer

The period of employment of the Community Liaison Officer shall be as decided upon jointly by the Contractor, Engineer and Employer

B1231 MEASUREMENT AND PAYMENT

"ADD NEW ITEMS"

1200: General Requirements and Provisions

**B1206 (i) Payment of Community Liaison Officer Provisional Sum
(Prov. Sum)**

**(ii) Handling costs and profit in respect of 12.01(i) above
Percentage (%)**

The provisional sum allowed in Item (i) for the payment of the Community Liaison Officer and the percentage allowed under Item B1201(ii) shall include full commission for all obligations, overheads, administration charges and incidental Items of cost necessary.

B1201 Structured training (as specified in Part D of the Project Specifications)

(a) Generic Skills Provisional Sum (Prov Sum)

(b) Entrepreneurial Skills Provisional Sum (Prov Sum)

**(c) Handling Costs and profit in respect of Sub-item (a) and (b) above
..... Percentage (%)**

(d) Provision of training venue (only if required) Lump Sum (L/S)

The Provisional Sum and Lump Sum allowed in item (a), (b) and (d) respectively for the payment of structured training, and percentage allowed under Item (c) shall include full commission for all obligation, overheads, administration charges and incidental items of cost necessary.

B4. SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B 1301: SCOPE

ADD "as well as all costs related to conforming to the requirements of the Construction Regulations, 2003" AFTER " It also covers" IN THE FOURTH LINE..

B5. SECTION 1400: HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL

B1402: OFFICES AND LABORATORIES

(a) General

ADD THE FOLLOWING:

"All offices and laboratories shall be supplied with approved burglar proofing"

ADD THE FOLLOWIN SUB-CLAUSE:

"(h) Telecommunication System

One (1) cellular phone shall be provided for the use of the Engineer and his staff. The system shall be compatible with an existing system in the area. On completion of the contract the cellular phone will be returned to the contractor".

"Item

Unit

B14.11 Telecommunication System Supply

- (a) Supply one (1) cellular phone Lump Sum (L/S)
- (b) Monthly Rental Month
- (c) Cost of calls by Engineer Prime Cost Sum (PC Sum)
- (d) Handling cost and profit in respect of sub-clause 14.11(b) & (c) above...
Perc (%)

The tendered rates shall include full compensation for the supply of units. The rates shall include for all costs of any agreement with the Cellular Services used. The cost of the calls will be paid on invoice from the Cellular Services and also the tendered rates for sub-item B14.11(d) shall include full commission for all obligation, overheads, administration charges and incidental items of cost necessary.

B1403 HOUSING

(c) Rented Accommodation

REPLACE THE FULL STOP AT THE END OF THE FIRST SENTENCE OF SUB-SUBCLAUSE (c) (ii) WITH A COMMA AND ADD "and for all services connected with such accommodation".

B1404 SERVICES

ADD THE FOLLOWING SUB-CLAUSE

"(e) Testing of materials

The Contractor shall arrange with an approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specifications and shall submit the results of these tests to the Engineer in a form of approved by him".

B6. SECTION 1500 : ACCOMMODATION OF TRAFFIC

B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

"All temporary road signs, devices, sequences, layouts and spacings shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)".

(c) Channelization devices and barricades

ADD THE FOLLOWING:

"Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

(i) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.

(ii) The blade shall be retro-reflectorised, with class I yellow sheeting on the side facing oncoming traffic. (iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.

(iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the Drawings or as directed by the Engineer."

ADD THE FOLLOWING CLAUSE:

"B 1518 RETRO-REFLECTIVE MATERIAL

Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectorimeter and the testing procedure and classification are described in Clause B 8118. The values of the Coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B8118/1."

B 1517 MEASUREMENT AND PAYMENT

Item	Unit
B1510 Accommodation of Traffic where the road is constructed in half widths	kilometer (km)

"DELETE THE FIRST PARAGRAPH AND ADD THE FOLLOWING"

The unit measurement for accommodating traffic where the road is constructed in half widths shall be kilometre measured along the centre line of the road which road is retravelled in half widths. No payment will be made for the newly constructed section of road.

B7. SECTION 1700: CLEARING AND GRUBBING

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

DELETE "normally" IN THE SECOND PARAGRAPH.

B8. SECTION 1800 : DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.

ADD THE FOLLOWING:

B1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item “units” in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following daywork items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers:	Hour (h)
	Unskilled	Hour (h)
	(i) Semi-skilled	Hour (h)
	(ii) Skilled	Hour (h)
	Foreman	Hour (h)
B18.02	Tipper trucks:	Hour (h)
B18.03	(i) 3 – 5 ton	Hour (h)
	(ii) 5,1 – 10 ton	Hour (h)
	Loader (0,5m ³)	Hour (h)
	Grader (CAT 140G or similar)	Hour (h)
B18.04	LDV	Hour(h)
B18.05	Compaction Rollers:	Hour(h)
B18.06	(i) Vibrator roller	Hour (h)
B18.07	(ii) Tamping roller	Hour(h)
	(iii) Grid roller	Hour(h)
	(iv) Pneumatic roller	Hour(h)
	Hand Controlled Compactors	Hour(h)
	(i) Pedestrian roller (Bomag BW90)	Hour(h)
	(ii) Vibratory plate	Hour(h)
B18.08	(iii) Rammers	Hour(h)
	Water truck (min 10000 l)	Hour(h)

B18.09		
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The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on daywork items listed in the bill of quantities in terms of the above specifications. In the event of new daywork rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(d) Excavating borrow material

ADD THE FOLLOWING:

“The Contractor shall at all times ensure that the removal of the material is carried out in such a manner that the stability of the exposed faces is not prejudiced and safe working conditions are maintained”.

B11. SECTION 3300 : MASS EARTHWORKS

B 3307 FILLS

ADD THE FOLLOWING SUB-CLAUSE :

“(k) Preparation of formation of existing road

(i) General

“Re-shaping” means performing minor earthworks and grading so that the final cross-section of the road complies with the typical cross-section for the type of road specified and the vertical alignment complies with the information provided by the Engineer.

The Contractor shall supply the Engineer with a full set of cross-sections before commencing any construction activities in the road reserve.

(ii) Earthworks

The re-shaped formation shall be constructed true to line, level and cross-section as shown on the drawings or as directed by the Engineer.

The re-shaping process shall in general be carried out using material obtained from within the road reserve which is moved laterally and placed in the road formation. It is not the intention that material be moved longitudinally along the road over any significant distance during this process.

After re-shaping the road formation with material from within the road reserve and prior to any material being imported from borrow pits, the Contractor shall supply the Engineer with a set of cross-sections at the same positions as the original cross-sections for the purpose of calculating quantities.

Unsuitable or excess material from the road prism shall be removed and disposed of to spoil. Any shortfall in material shall be made up by importing suitable material.

Material in the road formation shall be placed, watered, mixed and compacted to a minimum of 90% of modified AASHTO density for gravel, or 95% for non plastic sand where >20% passes through the 0,075mm sieve, or 100% for sand where <20% passes through the 0.075mm sieve.

The Contractor's attention is specifically drawn to the requirement that only material approved by the Engineer may be used to bring the road up to the specified new formation (sub-base) level. To obtain better material characteristics in the fill, wearing course material from the existing road formation may be mixed with material obtained from the adjacent road reserve.

After the road has been brought up to the specified new formation level, whether material was imported, moved laterally in the road reserve or the existing profile was only re-shaped, a full set of cross-sections, on the same positions as the original set, shall be supplied to the Engineer. The Engineer must approve the new levels, profile and alignment before any importation of wearing course material shall be permitted.

During the re-shaping process, the road side drains and cut and fill slopes shall be trimmed and finished true to line, level and cross-section. No additional payment will be made for trimming and finishing of cut and fill slopes".

B3312 MEASUREMENT AND PAYMENT

Item

B33.01 Cut and borrow to fill, including free-haul up to 0,5km

ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:

"The tendered rates shall also include full compensation for trimming and finishing-off the road side drains and cut and fill slopes true to line, level and cross-section.

ADD THE FOLLOWING ITEM:

Item	Unit
-------------	-------------

B33.20 Reshaping the road formation with material obtained from the road reserve and compaction to 90% of modified AASHTO density	cubic meter (m³)
--	------------------------------------

The unit of measurement is the cubic metre of material computed by the method of average end areas from levelled cross-sections taken along the ground line after clearing, with the final cross-sections, before importation of materials from borrow pits, superimposed thereon at intervals not exceeding 20m along the centre line of the road.

The tendered rate shall include full compensation for the work involved in reshaping the road to the correct profile and cross-section, benching, terracing, selecting material from the road prism, watering, mixing and compacting to a minimum of 90% of modified AASHTO density for gravel material, or 95% for non-plastic sand where >20% passes through the 0,075mm sieve, or 100% for sand where <20% passes through the 0,075mm sieve, and for trimming and finishing of the roadside drains and cut and fill slopes.

Roadbed preparation will be paid under item 33.10".

B12. SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL

B 3401 SCOPE

ADD THE FOLLOWING:

"This section also covers the reprocessing or replacement of existing pavement layers over part of or over the full road width.

B3403 CONSTRUCTION

ADD THE FOLLOWING SUB-CLAUSE:

“(f) Temporary stockpiling of material

The Contractor shall plan his activities so that materials excavated from borrow areas and cuttings can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work in which the material is to be used".

B3406 ROUTINE INSPECTION AND TESTS

REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

"Test results and measurements will be assessed in accordance with the provisions of section 8300".

4203: COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

Add the following to the fifth paragraph:

The mix designs for continuously graded asphalt surfacing shall be executed to conform to the test requirements given in following Table B4203/1, which replaces the requirements for these mixes given in Table 4203/1 of the standard specifications.

Number of Marshall compaction blows on each side of briquette = 75."

B17. SECTION 5600:ROAD SIGNS

B5602 MATERIALS

(g) Retro-reflective material

IN THE FIRST SENTENCE, REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE "and the adhesion requirements of CKS 191."

ADD THE FOLLOWING:

"When measured with a field retro-reflectometer in accordance with section B8118, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table B8118/1".

(k) Black vinyl

IN THE SECOND SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE THE REST OF THE SENTENCE.

ADD THE FOLLOWING SUBCLAUSE:

"(m) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or other approved material to obscure destinations that are temporarily inapplicable or irrelevant.

The covers shall be neatly applied and firmly fixed in position on the rear side of the sign so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic".

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

(i) Steel plate road sign boards

ADD THE FOLLOWING AS THE FOURTH PARAGRAPH:

"Steel plate used to manufacture guidance signs shall be pre-punched by means of an automated process with 5 mm holes in a rectangular grid pattern not exceeding 150 mm c/c".

5900 : FINISHING THE ROAD RESERVE

B5902 FINISHING THE ROAD RESERVE

Add the following to the first paragraph:

"The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications."

B18. SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING CLAUSE:

B8118 TESTS ON RETRO-REFLECTIVE MATERIAL FOR USE ON ROAD SIGNS

On site testing of the retro-reflective properties of road signs shall be done with a field retro-reflectorimeter measuring at an entrance angle of 5,0° and an observation angle of 0,33°. The coefficient of retro-reflection so determined shall not be less than the relevant values given in Table B 8118/1 below. The coefficients of retro-reflection are expressed in candellas per lux per square metre (cd/(lux/m²)).

TABLE B 8118/1 COEFFICIENTS OF RETRO-REFLECTION

1	2	3	4	5	6	7	8	9	10	11
Class	Observation angle (degrees)	Entrance angle (degrees)	Coefficient of retro-reflection for different colours of material when measured with Standard Illuminant A* (cd/(lux/m²)) minimum							
			Red	Orange	Yellow	Green	Blue	Purple	White	Brown
I	0,33	5	10	20	35	7	3	2	50	3
II	0,33	5	20	40	70	14	6	4	100	6
III	0,33	5	30	60	105	21	9	6	150	9

*See CIE

Publication 15 (E-1.3.1)' "

Note:

The rest of the specifications on items indicated on the Bill of quantities that are not indicated above must be done and paid as per **Standard Specifications for Roads and Bridge Works for State Road Authorities, 1998 Edition (COLTO)**.

C3.8 PROJECT SPECIFICATIONS

C 3.8.2 PART C PROVISION OF THE TEMPORARY WORKFORCE

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C 01	SCOPE
C 02	INTERPRETATIONS
C 03	PERMITTED SOURCES OF TEMPORARY WORKERS
C 04	EMPLOYMENT RECORDS TO BE PROVIDED
C 05	VARIATIONS IN WORKER PRODUCTION RATES
C 06	TRAINING OF THE TEMPORARY WORKFORCE
C 07	RECRUITMENT AND SELECTION PROCEDURES
C 08	TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
C 09	LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
C 10	THE SUBCONTRACTORS' WORKFORCES
C 11	MEASUREMENT AND PAYMENT

C 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C 02 INTERPRETATIONS

C 02.01 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract
- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possibly make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce which is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

(a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

(b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C 06 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C 07 RECRUITMENT AND SELECTION PROCEDURES

C 07.01 The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

C 07.02 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

C 07.03 The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

C 07.04 The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, address, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) Period since last economically active
- (e) Preference for type of work or task.

C 07.05 The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
 - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (i) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

C 07.06 After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

C 07.07 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C 07.08 The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C 08.01 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C 09.01 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

C 09.02 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C 09.03 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C 09.04 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Subclauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C 10 THE SUBCONTRACTORS' WORKFORCES

C 10.01 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement

entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C 10.02 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C 11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part D as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

C3.8.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

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C3.8.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

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C3.8.3.1.1 INTRODUCTION

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C3.8.3.1.4 OPERATIONAL CONTROL

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ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.8.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

C3.8.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Polokwane Local Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.8.3.1.2 below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Polokwane Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.8.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.8.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Polokwane Local Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as assistance to Contractors intending to tender.

(ii) Development of Risk Assessments

Every Principal Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plans

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Polokwane Local Municipality before mobilization on site commences.

Despite the Risk Assessments listed in Annexure 7, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(iii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Polokwane Local Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

Ref. Section/Regulation in OHS Act

Batch Plant Supervisor (Construction Regulation 6(1))

Construction Vehicles/Mobile Plant/Machinery Supervisor (Construction Regulation 21)

Demolition Supervisor (Construction Regulation 12)

Drivers/Operators of Construction Vehicles/Plant (Construction Regulation 21)

Electrical Installation and Appliances Inspector (Construction Regulation 22)

Emergency/Security/Fire Coordinator (Construction Regulation 27)

Excavation Supervisor (Construction Regulation 11)

Explosive Powered Tool Supervisor (Construction Regulation 19)

Fall Protection Supervisor (Construction Regulation 8)

First Aider (General Safety Regulation 3)

Fire Equipment Inspector (Construction Regulation 27)

Formwork & Support work Supervisor (Construction Regulation 10)

Hazardous Chemical Substances Supervisor (HCS Regulations)

Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunnelling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Polokwane Local Municipality together with concise CVs of the appointees. All appointments must be officially approved by Polokwane Local Municipality. Any changes in appointees or appointments must be communicated to Polokwane Local Municipality forthwith.

The Principal Contractor must, furthermore, provide Polokwane Local Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

Where necessary, or when instructed by the Polokwane Local Municipality or an Inspector of the Department of Labour, the Principal Contractor must appoint a competent OH&S Officer subject to the approval of the Polokwane Local Municipality

In addition, Polokwane Local Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment OR election and subsequent designation of the OH&S Representatives are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7) OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent

3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

- (i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * **Notification of Construction Work (Construction Regulation 3.)**
- * **Copy of OH&S Act (updated) (General Administrative Regulation 4.)**
- * **Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))**
- * **OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))**
- * **Copies of OH&S Committee and other relevant Minutes**
- * **Designs/drawings (Construction Regulation 5 (8))**
- * **A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)**
- * **Appointment/Designation forms as per (a)(i) & (ii) above.**
- * **Registers as follows:**
 - * **Accident/Incident Register (Annexure 1 of the General Administrative Regulations)**
 - * **OH&S Representatives Inspection Register**
 - * **Asbestos Demolition & Stripping Register**
 - * **Batch Plant Inspections**
 - * **Construction Vehicles & Mobile Plant Inspections by Controller**
 - * **Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User**
 - * **Demolition Inspection Register**
 - * **Designer's Inspection of Structures Record**
 - * **Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)**
 - * **Excavations Inspection**

- * **Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)**
- * **Fall Protection Inspection Register**
- * **First Aid Box Contents**
- * **Fire Equipment Inspection & Maintenance**
- * **Formwork & Support work Inspections**
- * **Hazardous Chemical Substances Record**
- * **Ladder Inspections**
- * **Lifting Equipment Register**
- * **Materials Hoist Inspection Register**
- * **Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)**
- * **Scaffolding Inspections**
- * **Stacking & Storage Inspection**
- * **Inspection of Structures**
- * **Inspection of Suspended Platforms**
- * **Inspection of Tunnelling Operations**
- * **Inspection of Vessels under Pressure**
- * **Welding Equipment Inspections**
- * **Inspection of Work conducted on or Near Water**
- * **All other applicable records**

Greater Giyani Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Polokwane Local Municipality on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Polokwane Local Municipality for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)

- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractor's personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g., design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Polokwane Local Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Polokwane Local Municipality OH&S meetings and a list of dates, times and venues will be provided to the Principal Contractor by Polokwane Local Municipality

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Polokwane Local Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by Polokwane Local Municipality:

Polokwane Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Polokwane Local Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- *dies

- *becomes unconscious

- *loses a limb or part of a limb

- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- *a major incident occurred

- *the health or safety of any person was endangered

- *where a dangerous substance was spilled

- *the uncontrolled release of any substance under pressure took place

- * Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects

*machinery ran out of control

to Polokwane Local Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Polokwane Local Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide Polokwane Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Polokwane Local Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Polokwane Local Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.4.3.1.1 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Polokwane Local Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarize employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees.

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilized. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by AL, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

(e) Structures (Construction Regulation 9)

The Principal Contractor must ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe
- He/she has received from the designer the following information:
 - Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work
 - A geo-scientific report (where applicable)
 - The loading the structure is designed to bear
 - The methods and sequence of the construction process
 - all drawings pertaining to the design are on site and available for inspection

(f) Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing
- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry

- F&SW must be erected in accordance with the structural design drawings for that F&WS and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&WS
- All drawings pertaining to the F&SW must be kept available on site
- All equipment used in the erection of F&WS must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement
- The slipping of persons on release agents on deck panels prevented
- Person's health must be protected against the use of solvents, oils or other similar substances

(g) Excavations (Construction Regulation 11.)

Where excavations will exceed 1,5 m in depth the Contractor will be required to submit a Method Statement to Polokwane Local Municipality for approval before commencing with the excavation and Polokwane Local Municipality will issue a permit to proceed once the Risk Assessment and Method Statement are approved.

- Excavation work must be carried out under the supervision of a competent person who has been appointed in writing
- Before excavation work begins the stability of the ground must be evaluated
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
 - the excavation is in stable material or were
 - the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane
- **The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation**
- **Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator**
- **No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load**
- **Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected from damage or collapse**
- **Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation**

- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation
- Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
 - Daily before work commences
 - After every blasting operation
 - After an unexpected collapse of the excavation
 - After substantial damage to any supports
 - After rain

The results of any inspections must be recorded in a register kept on site

- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one metre high and as close to the excavation as practicable and
- Provided with warning lights or visible boundary indicators after dark or when visibility is poor
- Upon entering an excavation, the requirements of General Safety Regulation 5 must be observed:
 - any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture or
 - the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes and
 - the safe atmosphere must be maintained or
 - employees have to be using breathing apparatus and wearing a safety harness with a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
 - an additional person trained in resuscitation must be in full-time attendance immediately outside the confined space and
 - additional breathing and rescue apparatus must be kept immediately outside the confined space for rescue purposes
 - all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage
 - the employer must ensure that all employees have left the confined space after the completion of work
 - where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

(h) Demolition Work (Construction Regulation 12.)

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing
- A detailed structural engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse
- Steps must be taken to ensure that where a structure is being demolished:
 - no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe
 - precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
 - shoring or propping is applied where necessary
 - No person must be required or allowed to work under unsupported overhanging material

THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES

- The location and nature of any existing services such as water, electricity, gas etc. must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded
- Waste and debris may only be disposed of from a height in a chute with the following design:
 - Adequately constructed and rigidly fastened
 - If inclined >45 degrees enclosed on all four sides
 - Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
 - Discharged into a container or a barricaded area
 - Demolition equipment may only be used on floors or slabs that are able to support it
- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:
 - Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
 - All asbestos materials likely to become airborne must be identified
 - A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing

During demolition work:

- all asbestos containing material must be disposed of safely workers must be issued with appropriate PPE and the proper use thereof enforced
- After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
 - Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
 - Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
 - Apply asbestos by spraying

Lead related work must be conducted to the requirements of the Lead regulations promulgated under the OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

(i) Tunnelling (Construction Regulation 13.)

- To be performed in accordance with the Tunnelling Regulations as published under the Mines Health & Safety Act (29 of 1996)
- No person shall enter a *tunnel that has a height dimension less than 800 mm
 - * Definition of Tunnelling: "the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral

(j) Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, "The Design, Erection, Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

(k) Suspended Platforms & Boatswains Chairs (Construction Regulation 15 & 16)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 15.

Boatswains' chairs are to be erected, used maintained and inspected in accordance with the requirements of Construction Regulation 16.

(l) Batch Plants (Construction Regulation 18)

The Contractor to erect, operate and maintain Batch Plants in accordance with the requirements of Construction Regulation 18.

Explosive Powered Tools (Construction Regulation 19)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

The Contractor or user must ensure that:

- Only the correct type of cartridge is used
- The EPT is cleaned inspected and cleaned daily before use by an appointed competent person who keeps register with the findings of his inspection and the details of cleaning, service and repairs
- The safety devices are in good working order before the EPT is use

- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
- A warning notice is displayed at the point where the EPT is in use
- The issue and return of cartridges must be by issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges
- Users/operators of the EPT have received the necessary training and has been authorised as competent to use/operate the EPT
- Users/operators must wear the prescribed PPE whilst using/operating the tool

(m) **Cranes & Lifting Equipment (Construction Regulation 20)**

Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:

- to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, a table should be used by the driver/operator
- each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit
- fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted
- fitted with a load limiting device that automatically arrest the lift when
 - the load reaches its highest safe position or
 - when the mass of the load is greater than the MML
- every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes - 5 (five)
 - fibre ropes - 10 (ten)
- every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting
- every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML
- in addition, all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety
- devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person
- all maintenance, repairs, alterations and inspection results must be recorded in a log book
- and each lifting machine must have its own log book.
- no person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour
- every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided
- with a load indicator or a load lifting limiting device

Lifting Tackle:

- to be manufactured of sound material, well-constructed and free from patent defects
- to be clearly and conspicuously marked with ID number and MML

- factor of safety:

- Natural fibre ropes	- 10(ten)
- Man-made fibre ropes & woven webbing	- 06(six)
- Steel wire ropes – single rope	- 06(six)
- Steel wire ropes – combination slings	- 08(eight)
- Mild Steel chains	- 05(five)
- High tensile/alloy steel chains	- 04(four)
- steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

Operator

- Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating
- Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.

Construction Regulation 20:

Where tower cranes (TC) are used:

- account must be taken of the effects of wind force on the structure
 - account must be taken of the bearing capacity of the ground on which the TC is to be erected
 - the bases for the TC and tracks for rail mounted TC's must be firm and level
 - must be erected at a safe distance from excavations
 - clear space must be provided and maintained for erection, operation, maintenance and dismantling
 - TC operators must be competent to carry out the work safely
- TC operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit to work on a TC.

All lifting operations where the lift will exceed 2000 kg must be planned by a competent person and the plan submitted to Polokwane Local Municipality for approval and permission to carry out the lift.

(n) Construction Vehicles & Mobile Plant (Construction Regulation 21)

Construction Vehicles and Mobile Plant will be inspected by Polokwane Local Municipality prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant (CV&MP) to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- operated/driven by trained, competent and authorised operators/ drivers. No unauthorised persons to be allowed to drive CV&MP

- operators and drivers of CV&MP must be in possession of a valid medical certificate declaring the operator/drive physically and psychologically fit to operate or drive CV&MP
- provided with safe and suitable means of access
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV&MP from falling into same
- provided with roll-over protection
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV&MP to be fitted with two head and two tail lights whilst operating under poor visibility conditions
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported
- CV&MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

No person may ride on a CV&MP except for in a safe place provided for the purpose

The construction site must be organised to facilitate the movement of CV&MP and that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated

CV&MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic to come into contact with the parked CV&MP.

In addition, CV&MP left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent or on public roads must wear reflective safety vests

All CV&MP inspection records must be kept in the OH&S File

(o) Electrical Installations (Construction Regulation 22)

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

The Contractor must ensure that:

- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the OH&S File
- electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the OH&S File

- all temporary electrical installations must be controlled by a competent person appointed in writing
- (p) **Electrical & Mechanical Lock-Out**
An electrical and mechanical lock-out procedure must be developed by the Principal Contractor and submitted to Polokwane Local Municipality for approval before construction commences. This lock-out procedure to be adhered to by all Contractors on site
- (q) **Use & Storage of Flammables (Construction Regulation 23)**

The Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken
- No flammable is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other sources of ignition is allowed in the area
 - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
 - stored in a locked well-ventilated reasonably fire-resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”
 - the flammables store to be constructed of two-hour fire-retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire-retardant fire wall
 - Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
 - All electrical switches and fittings to be of a flameproof design
 - Any work done with tools in a flammables store or work areas to be of a non-sparking nature
 - No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
 - The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored
 - A sign indicating the capacity of the store to be displayed on the door
 - Only one day’s quantity of Flammable is to be kept in the workplace
 - Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
 - Metal containers to be bonded to earth whilst decanting to prevent build-up of static
 - Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders

- (r) **Working on or Near Water (Construction Regulation 24)**

The Principal Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

- Measures are in place to prevent workers from falling into the water and drowning. These measures to include the availability of lifejackets
- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timeous warning of flooding are in place

(s) Housekeeping (Construction Regulation 25)

The Contractor to ensure that:

- Housekeeping is continuously implemented
- Materials & equipment are properly stored
- Scrap, waste & debris are removed regularly
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free flow of pedestrian and vehicular traffic
- Waste & debris not to be removed by throwing from heights but by chute or crane
- Where practicable, Construction sites are fenced off to prevent entry of unauthorised persons
- Catch platforms or –nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects
- An unimpeded work space is maintained for every employee
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done materials
- As far as is practicable, every floor, walkway, stair, passage and gangway are kept in good state of repair, skid-free and free of obstruction, waste and materials
- The walls and roof of every indoors workplace is sound and leak-free
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fences, boarded over or provided with protection to prevent persons from falling

(t) Stacking & Storage (Construction Regulation 27)

The Contractor/Employer must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site
- Adequate storage areas are provided and demarcated
- The storage areas are kept neat and under control
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack
- The items in the lower layers can support the weight exerted by the top layers.
- Cartons and other containers that may become unstable due to wet conditions are kept dry
- Pallets and containers are in good condition and no material is allowed to spill out
- The height of any stack does not exceed 3X the base unless stepped back at least half the depth of a single container at least every fifth tier or
- the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang)
- The articles that make up a single tier are consistently of the same size, shape and mass
- Structures for supporting stacks are structurally sound and able to support the mass of the stack
- No articles are removed from the bottom of the stack first but from the top tier first
- Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him/her
- Stacks that are in danger of collapsing are broken down and restacked
- Stability of stacks are not threatened by vehicles or other moving plant and machinery

- Stacks are built in a header and stretcher fashion and that corners are securely bonded
 - Stepped back at least half the depth of a single container at least every fifth tier
 - Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations
- (u) Storage of Flammables and Hazardous Chemicals (Hazardous Chemical Substances Regulations)

See (u) above and (v) below.

Fire Prevention and Protection

The Principal Contractor must ensure that:

- The risk of fire is avoided
 - Sufficient & suitable storage of flammables is provided
 - Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace e.g.:
 - notices prohibiting smoking is displayed and enforced
 - welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
 - only spark-free hand and power tools are used
 - no grinding, cutting and shaping of ferrous metals are allowed using electrically driven power tools that produces sparks
 - flameproof switches & fittings are to be used in the flammable atmosphere
 - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
 - Adequate ventilation is maintained
 - Adequate and suitable fixed and portable fire appliances is provided and maintained in good working order.
 - Maintenance must include:
 - Regular inspection by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider
 - All employees are instructed in the use of the Fire equipment and know how to attempt to extinguish a fire
 - A sufficient number of employees are appointed and trained to act as Emergency Team to deal with fires and other emergencies
 - Employees are informed re. emergency evacuation procedures and escape routes
 - Emergency escape routes are kept clear at all times
 - After evacuation assembly points are demarcated
 - Evacuation is practised to ensure that all is evacuated timeously
 - Roll-call is held after evacuation to account for all personnel and ensure that no-one has been left behind.
 - A clearly audible to all persons on site siren or alarm is fitted
 -
- w) Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28.

Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold-water showers of some sort have to be provided to a ratio of 1 shower per 15 workers.

Change Rooms

Some form of screened off changing facility must be provided separately for each sex.

Eating Facility

Some form of shelter from the sun, wind and rain must be provided

Living Accommodation

Where the site is in a remote location and transport home is not readily available, reasonable and suitable living accommodation must be provided.

(x) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure

- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Polokwane Local

Municipality projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection
-

(y) Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition, electrical appliances such as fridges, hotplates, heaters, etc. must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing
- Inspection results must be recorded in a register
- Only competent authorised persons are allowed to use portable electrical tools and equipment
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment

Portable Electrical Tools

- Must be maintained in good condition at all times to prevent an electrical shock to the user
- The main source must incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such
- All equipment must be fitted with a switch to allow for safe & easy starting and stopping

Portable Lights

- Must be fitted with a robust non-hygroscopic non-conducting handle
- Live metal parts/parts which may become live must be protected against contact
- The lamp must be protected by a strong guard
- The cable lead-in must withstand rough handling
- It is suggested that a register be kept for each piece of equipment and findings of regular inspections must be entered
- Inspections must concentrate on plug, cord, switch and any obvious faults
- When used in wet/damp/metal container conditions, it must be protected as for portable electrical tools, above
-

(z) Public Health & Safety (Section 9 of the OHS Act)

The Principal Contractor will be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers-by to the site

Appropriate signage must be posted to this effect and all employees on site must be instructed on ensuring that non-employees are protected at all times

All non-employees entering the site must receive induction into the hazards and risks and the control measures for these.

(z) Hazardous Chemical Substances

The Contractor/Employer must ensure that:

- Employees receive the necessary information & training to be able to use and store HCS safely
- Employees obey lawful instructions regarding:
 - the wearing and use of protective equipment
 - the use and storage of HCS
 - the prevention of the release of HCS
 - the wearing of exposure monitoring and measuring equipment
 - the cleaning up and disposal of materials containing HCS
 - housekeeping, personal hygiene and the protection of the environment
 - the Risk Assessments required in terms of Construction Regulation 7 include employee exposure to HCS and that the necessary to protect persons from being detrimentally affected by HCS present or used in the workplace, are taken
 - suppliers provide the necessary information in the form of a Material Safety Data Sheet (MSDS) regarding an HCS required to ensure the safe use and storage of that HCS
 - an up-to-date list is kept on site of HCS's stored and used together with the MSDS's of the said HCS's
- HCS containers are clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated above
- HCS e.g. Asbestos dust is not cleared by the use of compressed air but is vacuumed
- No person eats or drinks in a HCS workplace
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements

(aa) Project/Site Specific Requirements

See Annexure 3

Annexure 1: Measuring Injury Experience

Annexure 2: Executive SHE Risk Management Report

Annexure 3: List of Risk Assessments

ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called “DIFR”. The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates is that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often “hidden” by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)

FORMULA

No. of Compensation Claims X 200 000

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: The number of claims lodged with the COID insurer for the period under review

200 000: The fixed factor to align the rate with other rates used internationally

Man-hours Worked

Include: * Hourly Paid Employees
 * Sub-contractors (No. of Employees X *220 each)
 * Staff (No. of Employees X *220 hours each)

220 man-hours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours' time worked by senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed
for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

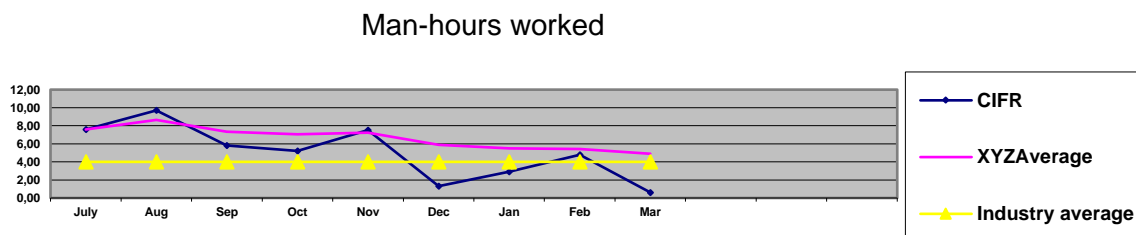
The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programmes available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

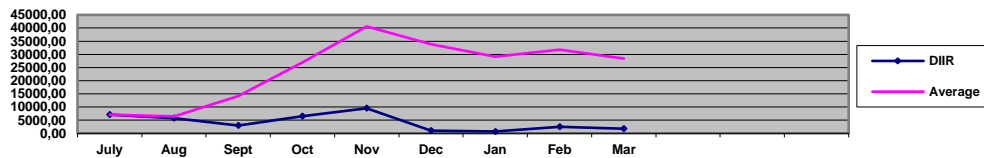
$\text{CIFR} = \frac{\text{Total No. of Claims against the Workmen's Compensation Fund}}{\text{Man-hours worked}} \times 200\,000$



2.

2. Disabling Injury Incidence Rate (DIIR)

$$\text{DIIR} = \frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$$



2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
 - protect XYZ from claims at a later stage
 - ensure that only healthy persons are employed
 - prevent injuries and illness in the workplace
 - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. TRAINING

One hundred and forty-two employees, representing 7% of employees, attended nine training courses. *Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26 15 3	Induction OH&S Reps Crane Drivers	Internal Consultant External
February	23 17	Induction OH&S Reps	Internal Consultant
March	43 9 3 3	Induction OH&S Reps Bomag Rollers First Aiders	Internal Consultant Supplier St. John's

6. LEGAL ISSUES

- 6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

8. OCCUPATIONAL AND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBA will be issued with suitable hearing protectors.

ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:

- Office/s
- Secure/safe storage for materials, plant & equipment
- Ablutions
- Sheltered eating area
- Maintenance workshop
- Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine

- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant

- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

POLOKWANE MUNICIPALITY

Coherent Health & Safety Specifications



UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2

Construction	Date	Author	OHS Spec Rev
Upgrading of Internal Streets in Seshego Zone 2	October 2020	H. Heyneke	OHSS-021020

FOREWORD

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

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

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

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

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

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

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This Health and Safety Specifications may not be used for a Construction Work Permit.

COHERENT HEALTH AND SAFETY SPECIFICATIONS FOR
Upgrading of Internal Streets in Seshego Zone 2
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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specifications

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

1.2 Responsibility and Accountability

It is imperative to understand the process of determining legal accountability, as the OHS-Act is the only criminal Act still administered by the Department of Labour. It *assumes* that the CEO is overall accountable even though he may delegate some of

his responsibilities. This principal is entrenched in Section 37(1) of the Act. This is generally referred to as the REASONABLE MAN TEST. SECTION 37: Acts or omissions by employees or Mandataries

1.3 Purpose of the Health and Safety Specifications

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

1.4 Implementation of the Health and Safety Specifications

To brief the Principle and Sub Contractor on the significant health and safety requirements and aspects of the project. This shall include the provision of the following information and requirements namely:

- a) *safety considerations affecting the site of the project and its environment;*
- b) *health and safety aspects of the associated structures and equipment;*
- c) *required submissions on health and safety matters from the Principal Contractor (and Sub Contractor).*
- d) *the Principal Contractor's (Sub - Contractors) health and safety plan.*

To serve to ensure that the Principal Contractor (and Sub Contractors) is fully aware of what is expected from them with regards to the Occupational Health and Safety Act, 85 of 1993 and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 and 44 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 85 of 1993 in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 7 February 2014 and incorporated into the above Act by Government Notice R 84, published in Government Gazette 37305 shall specifically apply to all persons involved in the construction work pertaining to this project.

“Purpose of the Act” –To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety

arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –means a competent person who acts as a representative for a Polokwane Municipality.

“Polokwane Municipality” –means any person for whom construction work is performed; **“Construction manager”** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

“Construction site” means a workplace where construction work is being performed.

“Construction supervisor” means a competent person responsible for supervising construction activities on a construction site.

“Construction work” means any work in connection with –

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

“Contractor” means an employer who performs construction work.

“Designer” means-

- a) A competent person who- Prepares a design.
Checks and approves a design.

Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or designs temporary work, including its components.

- b) An architect or engineer contributing to or having overall responsibility for a design.
- c) A building services engineer designing details for fixed plant.
- d) A surveyor specifying articles or drawing up specifications.
- e) A contractor carrying out design work as part of a design and building project; or an interior designer, shopfitter, or landscape architect.

“Health and Safety File” –means a file, or other record containing the information by the Construction Regulations.

“Health and Safety Plan” –means a site, activity or project specific documented plan in accordance with the Polokwane Municipality’s health and safety specification. **“Health and Safety Specification”** –means a site, activity or project specific document prepared by the Polokwane Municipality pertaining to all health and safety requirements related to construction work.

“Method Statement” –means a document detailing the key activities to be performed to reduce as reasonably as practicable the hazards identified in any risk assessment.

"Principal contractor" means an employer appointed by the Polokwane Municipality to perform construction work.

"Risk Assessment" –means a program to determine any risk associated with any hazard at a construction site, to identify the steps needed to be taken to remove, reduce or control such hazard.

1.5 Abbreviations:

GMR: General Machinery Regulations

OHS Act: Occupational Health & Safety Act. Act 85 of 1993

Constr Reg: Construction Regulation 2014

ORHVS: Operating Regulations for High Voltage Systems

PPE: Personal Protective Equipment

2. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

2.1 ROLES

Polokwane Municipality / Agent

- a) Prepare a baseline risk assessment and issue a health and safety specification to the Principal Contractor, Designer and include the specification in tender documentation.
- b) The Polokwane Municipality or the appointed Polokwane Municipality Agent will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- c) The Polokwane Municipality or the appointed Polokwane Municipality Agent shall discuss, negotiate, and approve the contents of the specified project health and safety plan submitted by the Principal and Sub Contractor.
- d) The Polokwane Municipality or his Agent will take reasonable steps to ensure that the health and safety plan of the Principle and Sub Contractor is correctly implemented and maintained. Monthly audits shall be conducted to monitor the compliance.
In the event of design changes the Polokwane Municipality or the appointed Agent on his behalf will ensure that enough resources will be provided to implement the work safely.
- e) The Polokwane Municipality or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

***have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
have failed to implement or maintain their health and safety plan; have executed construction work which is not in accordance with their health and safety plan;
have acted in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.***

Designer

- Must consider the health and safety specifications of the Polokwane Municipality.
- Before the tender process, the designer must make available a report to the Polokwane Municipality about:
 - All the relevant health and safety information about the design of the relevant structure that might affect the pricing of the construction work.
 - The geotechnical –science aspects, where appropriate.
 - The loading that the structure is design to withstand.

- Inform the Polokwane Municipality in writing of any known or anticipated dangers or hazards related to the project.
- Make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.
- During the design consider the hazards relating to any subsequent maintenance to be performed with the minimum risk.
- During the design stage cognizance of ergonomic design principals must be applied to minimize ergonomic related hazards in all phases of the life cycle of a structure.

2.2 Implementation of the Health and Safety Specifications (Drafting of the coherent Health & Safety Plan)

These health & safety specifications document forms an integral part of the contract, and the Principal Contractor is expected to use it when compiling its project-specific coherent health & safety plan. The Principal Contractor must forward a copy of these specifications to all Contractors at their bidding stage so that they can in turn prepare coherent health & safety plans relating to their operations.

3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM ELEMENTS

3.1 Scope of the Project

These Specifications set out the requirements for eliminating or if this is not possible, for minimizing as far as reasonably practicable, the risk of incidents and injuries occurring at Polokwane Municipality. **This document covers work to be undertaken of the project and sets out the rules and procedures for engagement on the project.** The scope also addresses legal compliance, Polokwane Municipality standards, hazard identification and risk assessment, risk control, and the promotion of a health and safety culture amongst those working on the project. The health & safety specifications also make provision for the protection of those persons other than employees.

3.2 The Extent of the works:

- Site establishment;
- Accommodation of traffic,
- Earthworks, Cut to stockpile for a total length of 700m of internal streets,
- Construction of 150mm of roadbed,
- Construction of pavement layers i.e. Rip and Compact the in-situ 150mm roadbed, 150mm stabilized gravel sub-base layer, 150mm base-layer constructed of G2 crushed stones from commercial source.
- Construction of concrete kerbing Figure 8b on both sides of the road,
- Laying of 30mm of continuously graded asphalt,
- Installation of permanent road signs and road markings,
- Cleaning of the road reserve after completion.

3.3 Interpretations

3.3.1 Application

This specifications document is a legal compliance document compiled in terms of the OHS Act & Construction Regulations 2014 and is therefore binding. The document must be read in conjunction with other relevant legislation.

3.3.2 Definitions

The definitions as listed in the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply.

3.4 Minimum Administrative Requirements

3.4.1 Notification of Intention to Commence Construction Work

The Principal Contractor must notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be held in the Principal Contractor's health & safety file on site. The fax transmission slip will serve as proof of notification.

See attached **Annexure "F"**

3.4.2 Assignment of the Principal Contractor's / Contractors' Responsible Persons to Supervise and Co-ordinate Health and Safety on Site

The Principal Contractor and all Contractors must make supervisory appointments as well as other relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014). See attached **Annexure 'B'** for more detail on what health & safety management appointments are relevant on this project.

3.4.3 Competence of the Principal Contractor's / Contractors' Appointed Competent Persons

The Principal Contractor and Contractors' competent persons for the various risk management portfolios must fulfil the criteria as stipulated in terms of the definition 'Competent' in accordance with the Construction Regulations (February 2014).

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

The Principal Contractor must have in its possession a letter of good standing issued by its Compensation Assuror as proof of registration. Contractors must also hold proof of workman's compensation assurance registration in the form of a letter of good standing and forward a copy to the Principal Contractor before they begin work on site. Contractors must always be in good standing while carrying out work on site.

3.4.5 Health and Safety Organogram

Including all appointed risk management competent persons. In cases where appointments have not yet been made, the organogram shall reflect the intended positions.

The organogram must be updated when there are changes in the Site Management Structure and dated accordingly. The organogram merely serves as a quick reference to who is responsible for what risk portfolio in what area.

3.4.6 Preliminary Hazard Identification and Risk Assessments, Progress Hazard Identification and Risk Assessments Reviews.

The Principal Contractor must cause preliminary hazard identification and risk assessment to be performed under the leadership of a competent person before commencement of construction work. On this project detailed taskspecific risk assessments based on the proposed sequence of work (method of work) must be compiled. Generic risk assessments will not be accepted.

The assessed risks, together with written safe work procedures for the 'medium & high-risk' rated activities must form part of the coherent site-specific health and safety plan submitted for approval by House of Safety. The risk assessments must include:

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) The risks which may result based on the list of hazards and tasks;
- c) A set of safe work procedures to be implemented with the aim of eliminating or if this is not possible, reducing and/or controlling the risks as far as reasonably practicable to ALARP (as low as reasonably practicable);
- d) A monitoring and review procedure of the risk assessments as they change i.e. how will the risk assessments be reviewed, when will they be reviewed and by whom.

The Principal Contractor must ensure that all Contractors inform, instruct and train their workers regarding any hazards, the associated risks and the related safe work procedures to be implemented before any work commences and thereafter at regular intervals as the risks change and as new risks develop. This training should be carried out in the form of toolbox health & safety talks. Contractors must conduct their own toolbox talks and submit proof of these talks in the form of attendance registers to the Principal Contractor at least every two weeks. Every worker on site must undergo such toolbox safety talks with the attendance registers kept in the Principal Contractor's safety file.

Contractors must conduct their own hazard identifications and risk assessments specific to their operations and forward a copy to the Principal Contractor.

The Principal Contractor when required must report on the status of these Contractor risk assessments to the Polokwane Municipality i.e. at audits.

3.4.7 General Record Keeping

The Principal Contractor and all Contractors must keep and maintain all the necessary Health and Safety records to demonstrate compliance with these Coherent Specifications, the OHS Act 85/1993, and the Construction

Regulations (February 2014). The Principal Contractor must also ensure that all records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are kept in the health & safety file(s) held in the site office. The Principal Contractor must ensure that every Contractor keeps its own health & safety file, maintains the file, and makes it available on request (the file must include the Contractor's health & safety plan and all relevant records). Such 'Contractor safety files' must be audited by the Principal Contractor monthly with audit reports kept as proof.

3.4.8 Injury / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling (lost day); and fatal. When reporting injuries to the Polokwane Municipality, these categories must be used. The Principal Contractor must investigate all injuries. All Contractors must report injuries to the Principal Contractor immediately and the Principal Contractor must inform the Polokwane Municipality immediately. All incidents reportable in terms of the provisions of Section 24 of the OHS Act must be reported to the local Dept. of Labour in the prescribed manner.

3.4.9 Consolidation of Health & Safety Documentation

It is the duty of the Principal Contractor to ensure that all documentation required to be kept or generated during the construction phase is consolidated into one set of documents that must be handed over to the Polokwane Municipality upon completion of the construction work. This consolidated safety file(s) should include instructions from the design team that will be required for the continued safe operation and maintenance of the new structure(s).

3.4.10 Offences and Penalties

Penalties may be imposed on the Principal Contractor and Contractors for ongoing non-compliance with the provisions of the Polokwane Municipality's coherent health & safety specifications, the Principal Contractor's coherent health & safety plan, site health & safety procedures and rules. Non-compliances identified during safety agent audits and visits will be categorised into one of three levels based on severity. These will be as follows: Life threatening situation - a prohibition order will be issued by means of a written instruction in the site instruction book or an explanation in an audit report. This activity must be seized immediately, and corrective measures taken. Serious

injury possible – a contravention notice will be issued with a time frame for compliance stipulated. Minor or no injury may result – an improvement notice will be issued. The corrective measures stipulated in the audit report must be taken. The methodology used to decide the above levels will be causally linked to the risk assessments of the Principal Contractor and contractors, Polokwane Municipality Standards. The decision of the safety Agent will be final.

3.5 Principal Contractors, Contractors and Sub-contractors

3.5.1 Principal Contractor's and Contractors' Requirements

The Principal Contractor must ensure that all Contractors appointed by them comply with these Specifications, the Principal coherent health & safety plan as well as the OHS Act, Construction Regulations (February 2014), and other relevant legislation that may relate to the activities directly or indirectly. A Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

The Principal Contractor may only allow a Contractor to begin work on site after receiving a coherent health & safety plan which must include a project specific hazard identification, risk assessments and safety measures. The Principal Contractor must test competency and finally approve his sub – contractor coherent site-specific health and safety plan. The Principal Contractor must audit each of its contractors monthly, with audit reports kept in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's site activities. *The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's and/or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.*

The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of the Construction Regulations;

The Principal Contractor shall take all reasonable steps to ensure that each contractor's coherent health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the Principal Contractor and contractors, but at least once every month;

The Principal Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors to allow them to execute the work safely;

The Principal Contractor must ensure that every contractor is registered and in good standing with a recognised compensation fund or with a licensed compensation insurer prior to work commencing on site;

The Principal Contractor must ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process;

The Principal Contractor shall discuss and negotiate with the contractor the contents of the coherent health and safety plan and shall finally approve that plan for implementation;

The Principal Contractor shall hand over a consolidated health and safety file to the Polokwane Municipality upon completion of the construction work and shall

include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

The Principal Contractor may only appoint a contractor to perform construction work when such Principal Contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely and that the contractor is an approved Polokwane Municipality contractor.

3.5.2 Principal Contractor / Contractor Competency Assessment

The Principal Contractor must be reasonably satisfied that the contractors it intends to appoint have the necessary competencies and resources to safely conduct the work they will be appointed for. This should be established at tender stage and before appointments are made. One of the preferred ways of determining whether a contractor is competent is to make sure the contractor is an accredited contractor for Polokwane Municipality. Once the contractor is appointed, but before it begins work on site a site- specific safety plan must be discussed and negotiated with the Principal Contractor. Such safety plan must be approved for implementation by the Principal Contractor.

The Principal Contractor and Contractors should submit the following documentation for perusal and verification by the Polokwane Municipality and Principal Contractor respectively:

- Coherent health & safety plan as compiled for this project; (including Risk assessments, safe work procedures, fall protection plan, PTW Issuer/PTW Holder certificates
- Management Structure as envisaged at tender (organogram);
- Letter of Good Standing with the Compensation Commissioner or FEM;
- Proof of health & safety training and other related training; (CV and certificates) Legislative appointment letters
- Notification of Construction work; (proof notification was done)

3.5.3 Pricing for Occupational Health & Safety Compliance All parties bidding to do work on this construction project must ensure that they have made provision for the cost of complying with this Specifications document as well as with the OHS Act and incorporated Regulations as a minimum requirement in their tender documentation. It must also be taken into consideration that time is money, which implies that sufficient time must be allowed for the

implementation of the minimum OHS standards. No additional claims will be entertained at a later stage should a compliance requirement be prescribed in the OHS Act, incorporated regulations or in this Specifications document.

3.5.4 Contractors' Coherent Health & Safety Plans [Construction Regulations 7]

1. Introduction:

The Construction Regulations (2014) aims to improve overall management and co-ordination of Health, Safety and Welfare throughout the Construction

Phase and reduce the large number of serious and fatal injuries and cases of ill health, which occur every year in the Construction Industry.

In terms of the Construction Regulations (2014), the Principal Contractor is required to develop a Health and Safety Plan before work commences on site and review it throughout the Construction Phase. The degree of detail required in the Health and Safety Plan and the time and effort in preparing it should be in proportion to the nature, size and level of Health and Safety risks involved in the project. Projects involving minimal risks will call for simple, straightforward plans. Large projects or those involving significant risks such as this project will need much more detail.

2. What should the construction health & safety plan cover?

The Construction Health and Safety Plan should set out the arrangements for ensuring the Health and Safety of everyone carrying out the construction work as well as all other persons who may be affected by it. The index of this plan must be in line with Annexure:

3.5.5 Communication and Management of the work

The Principal Contractor must indicate in its health and safety management plan that it has made provision for the following:

- a. Management structure and responsibilities
- b. Health and Safety goals for the project and arrangements for monitoring and review of Health and Safety performance i.e. safety meetings; contractor meetings; risk assessment review, etc
- c. Arrangement for:
 - i. Regular liaison between parties on site i.e. meetings ii. Consultation with the work force i.e. toolbox talks
- iii. The exchange of design information between the Polokwane Municipality, designers, and Contractors on site iv. Selection and control of Contractors i.e. selection criteria; inspections; audits, etc.
- v. Site health & safety induction and onsite training i.e. toolbox talks vi. Welfare facilities, first aid, emergency planning and fire prevention strategy
- vii. The reporting and investigation of injuries and incidents including near misses what the intended system will be
- viii. The production, approval and review of risk assessments, safe work procedures and method statements and how does the company's risk assessment system work.
- d. Site specific rules and procedures.

3.6 Polokwane Municipality identified Hazards and Potentially Hazardous Situations

See attachment.

Other possible risks you need to consider.

- 1.** Existing services
- 2.** Interface with the public

3. Hazardous chemical such as solvents, cleaning agents, cement, fuels, oils, epoxies, etc.
4. Site security and access control issues
5. Relocation and protection of existing services
6. Finishing trades

3.6.1 Unforeseeable Hazards

The Principal Contractor must immediately notify Contractors as well as the Polokwane Municipality, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities so that the necessary precautions may be taken before such work begins.

3.7 Site Operational Requirements

3.7.1 Health and Safety Representative(s)

The Principal Contractor and all Contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees. The H&S representatives must be competent to carry out their functions. The appointments must be in writing. The Health and Safety Representatives should carry out monthly inspections, keep records of the inspections and report all findings to the Responsible Person or safety officer forthwith and at monthly health & safety committee meetings. At least one Health & safety representatives are required by all Employers on site.

3.7.2 Health and Safety Committees

The Principal Contractor must ensure that project health and safety committee meetings are held monthly with minutes kept. Meetings must be chaired by the Principal Contractor's Responsible Person [CR 7(1) person]. All Contractors'

Responsible Persons and Health & Safety Representatives must attend the Principal Contractor's monthly health & safety meetings. The Principal Contractor's appointed supervisors must also attend health & safety meetings.

The following topics must be tabled at meetings: management appointments and risk management portfolios; sub-contractor legal compliance issues; injuries and incidents; hazards and risk assessments (present and foreseen); safety procedures; method statements for upcoming activities; planned inspections and registers/record keeping, etc. The committee chairperson must sign off and date the minutes.

3.7.3 Health and Safety Training

a) 3.7.3.1 Induction

The Principal Contractor must ensure that all site personnel including all sub-contractors undergo the agreed health & safety induction training session held and managed by the P/Contractor before any worker starts work on the project.

A record of attendance must be kept in the health & safety file. Workers must carry proof of inductions on their person while on site i.e. identification passport cards or like be agreed.

b) 3.7.3.2 Awareness

The Principal Contractor must ensure that, on site, periodic toolbox health & safety talks take place at least once every two weeks. All site personnel including all sub-contractors must attend safety talks at such intervals and keep proof thereof. These talks should deal with risks relevant to the construction work at hand i.e. they should be based on the job-specific risk assessments and safe work procedures. Records of attendance must be kept in the P/contractor's health & safety file. All contractors' employees must attend safety awareness toolbox talks carried out by their supervisors; the attendance registers must be copied to the Principal Contractor together with information on the information discussed at the session.

c) 3.7.3.3 Competence

All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This must be assessed on a regular basis e.g. training, evaluation, and periodic audits by the Polokwane Municipality, progress meetings, etc. The Principal Contractor is responsible to ensure that Competent Contractors are appointed to carry out construction work on site.

3.7.4 Health & Safety Audits, Monitoring and Reporting

The Principal Contractor is obligated to conduct monthly audits on all

Contractors appointed by it and keep audit reports in its health & safety file. Contractors must audit their sub-contractors and keep records of these audits in *their* health & safety files, made available on request. The Polokwane Municipality /Agent will conduct monthly audits on the Principal Contractors' safety management plan.

3.7.5 Emergency Procedures

The procedure must detail the response procedures including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Evacuation procedures: including routes and exits to be available on a drawing.
- Emergency procedure(s) must include, but shall not be limited to fire; spills; injury to employees; damage to material / equipment / plant; use of hazardous substances; bomb threats; major incidents/injuries; evacuation; etc.

- The Principal Contractor must advise the Polokwane Municipality in writing forthwith, of any emergency situations, together with a record of action taken/action to be taken.
- A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and made available to site personnel.
- The emergency plan will need to be reviewed from time to time as conditions/environment changes i.e. as building work increases in extent.

3.7.6 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors must appoint First Aider(s) in writing. The Principal Contractor must appoint at least one First Aider to start with, which first aider must be certificated. Copies of valid certificates are to be kept on site. The Principal Contractor must provide at least 1 (one) first aid box, adequately always stocked. Due to the nature of this project i.e. satellite workstations/areas, further first aid boxes must be provided close to the various workstations to allow for quick, effective treatment of injured persons. As the work progresses and the structure increases in height, extra first aid

3.7.7 Personal Protective Equipment (PPE) and Clothing

The Contractor must ensure that all site workers are issued with and wear the appropriate PPE as indicated in their risk assessments. The Contractors must always make provision and keep adequate quantities of SANS approved PPE on site according to their risk assessments. Safety harnesses are mandatory wherever work takes place in an elevated area where safe working platforms or ladders are not possible. Overalls clearly indicating the Contractor's logo must be worn and all sub-contractors must conform to this requirement. Eye protection must be worn by those working grinders, skill saws, and highpressure water cleaners. Even those workers near these operations will also be required to wear such eye protection.

Safe footwear will be required by all workers. A high visibility vest is mandatory on a Polokwane Municipality site.

3.7.8 Occupational Health and Safety (OHS) Signage

The Principal Contractor must provide adequate on-site OHS signage. Including but not limited to: 'construction work - no unauthorised entry', 'beware of overhead work', 'hard hat area', first aid – to be posted up at all work areas/zones.

Signage must also be posted up at strategic locations to warn the public of diversions, alternative through ways and other irregularities caused by construction work (pedestrians and motorists).

Signs are also required as per law e.g. scaffolding and other potential risk areas/operations such as exposed edges and openings and trenches/excavations where persons are at work. Safety signs and awareness posters will also be required in strategic locations on site such as frequently used access routes, stairways, and entrances to structures and buildings where the workers will continuously be made aware of health & safety. Health & safety signage must be well maintained including weekly inspections, cleaning, replacement, and repair.

3.7.9 Public and Site Visitor Health & Safety

Public walkways and roadways must be kept clean and free of construction materials to prevent any negative impact on the public. Public roadways and walkways will have to be cleaned on a regular basis – daily inspections to be conducted by the Principal Contractor with action to be taken without delay (daily).

Site visitors must be briefed on the hazards they may be exposed to as well as what measures are in place or should be taken to control these hazards. The Construction Regulations require that a record of these 'inductions' be kept on site. It is advised that a visitor book with site rules leaflet be kept at the reception/site office and all visitors to be directed to such point where they must read through the site safety information and sign the visitor book. It will be the Principal Contractor's prerogative to decide whether site visitors require supervision while on site. Visitor hard hats must be kept in the site office.

3.7.10 Access to Site

Where any permits are necessary from the local authorities, this will be the Principal Contractor's responsibility. The road surface of all public and private roadways and pavements/pedestrian walkways must remain in a reasonably clean state, free of excessive sand, stone, water, or other construction related materials. The access gate(s) must be controlled, and visitors must sign in and report to the site office for further instruction.

3.7.11 Night Work (After Hours)

No night work will be allowed within the hazardous zone on this project without prior approval from the Polokwane Municipality /Polokwane Municipality's Agent and the Construction Health and Safety Agent. Additional health and safety requirements will then be applicable.

3.7.12 Transport of Workers

The Principal Contractor and other Contractors may not transport:

Persons together with goods or tools unless there is an appropriate area or section to store the tools or equipment; Contractors must adhere to the National Road Traffic Act.

3.7.13 Construction Health & Safety Officer

A full-time construction safety officer (in terms of Construction Regulation 8) will be required on this project. **The construction health and safety officer must be registered with SACPCMP.** The construction officer will be required to carry out at least the following duties:

- a) Health & safety audits and inspections on site including administrative and Physical audits of all Contractors' health & safety plans, files and activities, and record findings in the form of audit reports to be kept in the health & safety file; b) Assess, and finally approve contractor safety plans;

3.8 Physical Requirements

3.8.1 Earthworks (including Trenching and excavations)

The Principal Contractor and relevant Contractors must make provision in their tender for the shoring of excavations where the soil conditions warrant it or if this is not possible cut it back -excavation walls must be battered back to a safe angle, termed the safe angle of repose.

The Principal Contractor has the following options: first option is to shore or brace the excavation, should this not be practical then such excavation must be battered back to the safe angle of repose (second option). Should the first two options not be deemed necessary by the Contractor, then permission must be given in writing by the appointed competent excavation supervisor (third option). Where uncertainty pertaining to the stability of the soil exists, the decision of a professional engineer or professional technologist competent in excavations shall be decisive. Such permission must be in writing.

The following is relevant to excavations:

- Excavations/trenches are inspected before every shift and a record of these inspections is kept;
- Safe work procedures have been communicated to the workers;
- The safe work procedures are always enforced and maintained by the Principal Contractor's and Contractors' responsible persons;
- Excavations next to permanent or temporary roadways - ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- Ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken that may be necessary to ensure the stability of such building, structure or road as well as the safety of persons
- Cause convenient and safe means of access to be provided into every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- Ascertain as far as is reasonably practicable, the location and nature of electricity, water, gas, or other similar services which may in any way be affected by the work to be performed. The necessary steps must then be taken to render the circumstances safe for all persons involved;
- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or where the safety of persons may be endangered, to be
- Adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;
- Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests

3.8.2 Edge Protection, Barricading and Penetrations (CR 10)

A Contractor must ensure that—

- All unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such openings;
- No person is required to work in a fall risk position, unless such work is performed safely as contemplated in sub-regulation (2);
- A detailed Fall Arrest and Rescue Plan will be drafted and implemented on site.
- The above-mentioned plan will be demonstrated on instruction of the Polokwane Municipality's Agent.

3.8.3 Deliveries, Waste Removal, Stacking/Storage of Materials

The Principal Contractor and other relevant contractors must ensure that there is an appointed stacking supervisor and all materials, formwork and all equipment is stacked and stored safely, on level, compact ground, out of access ways and no more than three times the minimum base width in height. Pallets of bricks may not be stacked more than two above each other and must be on timber pallets. No construction materials or equipment may be stacked or stored in public areas unless authorised by the Polokwane Municipality and fenced off as per the Polokwane Municipality's requirements. Waste materials must be kept within designated construction zones. The Principal Contractor will be responsible for co-ordinating and managing this function.

3.8.4 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four 9 kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Fire extinguishers must also be placed at all work zones/areas, in strategic locations. Wherever 'hot work' is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures. 'Hot work' includes all work that generates a spark or flame and may therefore result in a fire.

Further, during the finishing stages of the construction phase when the finishing trades are on site, fire extinguishers will be required at strategic locations within the work areas – to be supplied and managed by the Principal Contractor.

3.8.5 Traffic Control

The Principal Contractor shall ensure that a fulltime traffic safety officer be appointed in writing, upon the commencement of construction activities. The traffic safety officer shall be tasked with regular inspections and movement of road traffic signs as per the approved traffic accommodation plans and will report to the safety officer.

The principal Contractor must prepare a site specific a Traffic Accommodation Plan that should be signed off by the relevant appointed Engineer on this project.

This document must indicate the potential risk to the public or environment posed by all vehicles travelling to and from the areas of construction for the purpose of the construction work and proposes methods to eradicate or minimize these risks. Such a plan must include the following aspects:

- Design of Traffic Management Plan
- Site specific base line risk assessment
- Protection of employees
- Protection of pedestrians
- Specific signage and distances applicable
- Applicable training
- Appointments of road safety officers
- Management after hours/weekend/adverse weather conditions
- Setup and clearing of signage

Only SABS approved temporary road signage must be used. Note that the Principal Contractor must always enough signage available.

The Principal Contractor will also put in place flagmen to control the entry and exit of vehicles to and from the site onto the public road. These flag personnel must be highly visible and must have been trained. Flag personnel may not use cell phones while on duty.

3.9 Plant, Machinery and Equipment

3.9.1 Construction Vehicles & Mobile Plant

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, construction vehicles, compaction plant, batch plants and lifting equipment.

The Principal Contractor must ensure that such plant complies with the requirements of the OHS Act, Construction Regulations (Feb 2014) and any manufacturers specifications. The Principal Contractor and all relevant contractors must inspect and keep records of inspections on construction vehicles and mobile plant used on site. Only authorised/competent persons in the possession of the necessary training certificates and in possession of a certificate of medical fitness may operate construction vehicles and mobile plant.

Appropriate PPE and clothing must always be provided and maintained in good condition.

Reverse alarms must be installed on construction vehicles i.e. trucks, digger loaders, etc.

Vehicles and pedestrian traffic must be safely separated, preventing any unnecessary interfacing.

Any vehicle or mobile plant using any public road must be roadworthy and carry a certificate proving this. Likewise, any operator of such construction vehicle or mobile plant will have to carry the necessary driver's license.

3.9.2 Pressure Equipment

The Principal Contractor and all relevant Contractors must comply with the Pressure Equipment Regulations, including:

Providing competency and awareness training to the operators/users;

Providing the relevant PPE and clothing;

Inspecting equipment regularly (every 3 months) and keeping records of these inspections;

Providing appropriate firefighting equipment (Fire Extinguishers) on hand;

Ensuring that oxygen and acetylene bottles are secured in an upright position, do not show signs of corrosion or damage, and have flash back arrestors fitted on both torch & bottle ends of hoses.

3.9.3 Hired Plant and Machinery

The Principal Contractor must ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act and Construction Regulations shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that competency and medical certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file. All relevant contractors

3.9.4 General Machinery

The Principal Contractor and relevant contractors must ensure compliance with the Driven Machinery Regulations, which includes carrying out risk assessments on the machines, inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

3.9.5 Electrical Installations and Portable Electrical Tools

The Polokwane Municipality will ensure as far as possible that the Principal

Contractor is made aware of the positions of all electrical power lines. The Principal Contractor must notify the Polokwane Municipality should it not be sure of the location of any electrical power lines.

The Principal Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations, and the Construction Regulations (CR 24).

The Principal Contractor must keep a copy of the Certificate of Compliance (CoC) for its temporary electrical power supply. A revised CoC is required whenever the installation is altered or changed in any way. All temporary electrical installations must be inspected at least weekly by a competent person appointed in writing with records kept. Portable electrical tools and equipment must be visually inspected daily with records kept. It is advised that the P/Contractor appoints the electrical contractor to inspect the temporary electrical installation on a weekly basis with

feedback given in a report so that any maintenance and repairs can be undertaken. Such appointed inspector must 'stop' or isolate any distribution board that is unsafe for use.

3.10 Occupational Health

3.10.1 Industrial Hygiene (exposure to physical and chemical stress factors)

Exposure of workers to occupational health hazards and risks is quite common in any work environment, especially in construction. Occupational exposure is a major problem, and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemical substances.

3.10.1.1 Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing, and inspection, screening off the noise, and reducing the number of persons exposed. Personal protective equipment such as earmuffs and earplugs must also be used in conjunction with engineering controls to reduce noise exposure to below the acceptable levels.

3.10.1.2 Ergonomics is the study of how workers relate to their workstations. We advise the Principal Contractor and Contractors to take this into consideration when conducting risk assessments, thereby improving the worker-task relationship, which will in turn improve productivity and reduce chronic conditions such as back strains, joint problems and mental fatigue, amongst others.

3.10.2 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant contractors must provide the necessary training and information as far as the use, transport, and storage of HCS. The Principal Contractor must ensure that the use, transport, and storage of HCS are carried out as prescribed in the HCS Regulations. The Principal Contractor and contractors must ensure that all hazardous chemicals on site have Material Safety Data Sheets (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS's and how to treat HCS incidents appropriately. Copies of the MSDS's must be kept in the first aid box and in the store. All containers must be clearly labelled.

Flammable substances must be stored separately, away from other materials, and in a well-ventilated area (appropriate cross ventilation). A competent person should be appointed to be in control of this portfolio.

Stores must be well ventilated, preventing the build-up of flammable and toxic gases/vapours. Should fuel storage containers be used, they must conform to the general environmental legislation and Environmental Management Plan (if a requirement on this site). The necessary safety signage must be posted up – 'no

naked flames', 'no smoking'. Two 9 kg DCP fire extinguishers must be placed near to the fuel containers, but not within 5 m of the containers. These extinguishers are over and above the minimum four required for the offices and stores.

3.10.3 Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), clean, lockable changing facilities, hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed around site and emptied regularly. Workers must not be exposed to hazardous materials/substances while eating and must be provided with adequate, sheltered eating areas complete with benches and tables. Stores may not double up a change rooms or mess areas.

3.10.4 Alcohol and other Drugs

No alcohol and/or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her /anyone else's health or safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

3.10.5 COVID- 19

Response plan

This International pandemic will force the contractors and clients to think about the workplace that the employees work in and the applicable PPE to safeguard the employees against this COVID 19 virus. Polokwane Municipality have drawn up a checklist with all the necessary equipment and guidelines that will need to be in place before construction can start. The checklists are written using the above-mentioned acts, regulations, and guidelines. This checklist is listed as annexure A. The SHE committee shall have a meeting in the first week of starting to discuss the plan forward with COVID 19.

Access control

The client and the contractor will remain responsible to ensure that the correct measures are taken at the entrance of the construction site. The contractor shall have a thermometer available at each entrance to measure the temperature of each of the employees and visitors that enters and exits the site. The following is equipment and processes that will need to be in place at each entrance:

NOTE: This shall be done when entering the site as well as exiting the site every time

- Employee or security available at each gate
- Every entrance to site must have a thermometer
- Every entrance shall have a sanitation bottle to sanitize every person entering the sites hands
- Every person shall complete the sign in register that will enable the contractor to track the person in case of a possible positive case
- Non-essential visitors will not be allowed to enter the site
- All persons entering the site shall have a mask or a face shield on when entering, if not no access will be given to the person
- All hand sanitizer that is used must have 70% alcohol and the certificate must be available on site

Documents that need to be updated

Document control will be a critical path to ensure that all employees know the exact risks and mitigation factors around the COVID 19 virus.

- Baseline risk assessment shall be written on COVID 19 to ensure all the risks is covered and discussed to the employees
- Health and safety policy would need to be changed to address the COVID 19 pandemic
- All safe work procedures shall cover COVID 19
- COVID 19 guideline or procedure shall be drawn up and available in the safety file and discussed to all employees. This procedure will explain how the contractor will ensure that the virus does not spread during construction
- A guideline on what the process will be if an employee or a visitor is showing symptoms of the COVID 19 virus
- COVID 19 Toolbox talks shall be held with all employees to explain to the employees what the COVID 19 virus is
- Applicable Checklist & register should be in place to ensure that all the measures that is stipulated in the Client OHS Spec, Baseline Risk assessment, COVID procedure and contractor OHS Plan
- Sign in register will need to be available at every site entrance where the employee or site security can write down the temperature of the employee or Visitor
- All Health and safety related policies will need to be revised to ensure that COVID 19 is cover and explained in all of them in the applicable manner •
COVID 19 manager shall be appointed on site. This employee shall be on site full-time.

Hand sanitation points

Hand sanitation points will need to be placed at strategic places as well as the high-risk area. The first place where sanitation station shall be placed is at all site entrances. High risk areas will be identified by the following:

- Areas where employees are in frequent and/or close contact (i.e. within 1,5 Meter of people)

The high-risk areas will have additional sanitation stations, all employees shall wear mask or face shield when working closer than 1, 5 Meter from the nearest

employee. Employees will be trained to wash hands more frequently or to use sanitizer more frequently.

The hand sanitizer that will be used shall have more than 70% of Ethyl alcohol. This needs to be ensured by the safety office on site as well as a Material Safety Data Sheet (MSDS) available close by for confirmation of the 70%. The hazardous chemical register shall be available in the flammable store. This register shall also include the hand sanitizer.

Hand washing posters shall be available at all hand washing stations to ensure that all employees know what the correct way is of washing your hands to cover all the areas. Informational posters about COVID 19 shall also be visible at these areas to ensure that employees know how the virus spreads and how to prevent spreading. The sanitisation stations will need to be cleaned on a regular basis.

Cleaning & disinfecting

All work surfaces need to be cleaned and disinfected on a regular basis. The chemical that will be used to clean the surfaces must have a minimum of 70% Ethyl Alcohol and the MSDS for that specific sanitizer must be available in the safety file under the MSDS's section. Plant, site offices & construction sites shall be decontaminated before the start of the site. The contractor that decontaminated the site shall issue a certificate to explain it has been done and explain what chemicals was used.

Offices

- All offices must have a biochemical hazardous bin with a medical waste bag that can be sealed
- The offices need to be cleaned on a regular basis
- If disposable gloves are being used, they must be discarded in the medical waste bin.
- Only employees that is working in the office will be allowed in the offices
- All visitors must arrange with office personnel if they have an appointment with one of the office employees to move outside and have the appointment outside or in a well-ventilated area and if possible, keep social distancing distance (1,5 Meter)
- Cleaners must focus on cleaning the following areas: desks, printers, door handles, kettles, microwaves & office equipment (cabinets, staplers, punchers) etc.
- No utensils shall be shared
- All employees shall sanitise their hands before and after using building plans

Ablution Facilities

- All ablution facilities shall have a washing station or a sanitation station.
- Sufficient paper towels shall be available to dry off hands after sanitizing
- All ablution facilities must have a biochemical hazardous bin, with a medical waste bag that can be sealed
- Paper towels shall be discarded into the medical waste bin provided at the ablution facilities
- Ablution facilities must always be cleaned on a more regular basis to ensure a clean surface

- Chemical toilets ratio is reduced to 1-10 employees and flush toilets ratio is reduced 1-15 employees
- Cleaners must focus on the most touch areas when cleaning ablution facilities (toilet handles, door handles, taps, basins surfaces, toilet seats etc.)

Eating areas

The eating areas in construction is a high risk since the employees under normal circumstances would have sit within 1, 5 Meter of each other.

- Eating areas will need to make bigger to accommodate all employees at once but still implement social distancing of 1, 5 Meter at least.
- All eating areas must have a biochemical hazardous bin, with a medical waste bag that can be sealed
- All Servite that was used or paper towels that was used to dry hands after using the sanitation station must be discarded in the hazardous bin. • All eating areas shall have a washing station or a sanitation station
- Lunch breaks should be staggered between contractors / employees to ensure that during lunch the social distancing 1, 5 Meter can still be implemented.
- All chairs, Tabletops and drinking water taps need to be cleaned after each lunch break
- Notice board shall be placed at the eating area to ensure that all employees see all posters and notices
- Clean drinking water need to be supplied to all employees at the eating area

Waste management

The waste management on site will be a critical path and will need to be monitored. The PPE and cleaning material that will be discarded will be medical (biological hazardous) waste. This will need to be separated from normal waste, all medical waste bins will need to have a waste bag that can seal and need to be removed by a registered service provider. Hazardous bins shall be foot operated to ensure employees do not touch the lid of the hazardous bin.

Paper towels

Paper towels shall be supplied to by the contractor at all sanitation stations and washing stations for employees to dry their hands. These towel papers will be discarded in the medical waste bins. The contractor shall ensure that sufficient paper towels is in storage for a fast and effective replacements

PPE

All disposable PPE shall be discarded in these medical waste bins. Disposable PPE will be the following: dust masks, surgical masks etc.

Disinfectants

The sanitizers that will be available throughout the site if finished and not refilled will be discarded as medical waste. The contractor must ensure that sufficient stock of hand sanitizer and soap is available in the storeroom. This chemicals and soap shall be recorded as it is booked out of the storeroom.

Wastewater

The water that will be used at the hand washing points will need be stored in a container with a lid. This infected water will then need to be treated before the water can be discarded in a normal municipal sewage system.

Personal Protective Equipment (PPE)

COVID 19 be prevented from spreading using the correct PPE. The COVID 19 virus is spread by small droplets that can be enter the body at the face through the nose, mouth, and the eyes. This is the critical areas that must be protected at all cost to prevent the employees from getting the feared COVID 19 virus. The disposable PPE will be treated as biological hazardous waste as explained above in waste management

The Contractor shall supply all employees with 2 cloth masks (1 to wear, 1 to wash). The cloth masks will be checked every morning at the entrance of the gate to ensure that employees are washing the cloth masks. This is an example of a cloth mask:

If the employees are working in a high-risk area, the contractor will need to have a look at alternative measures to protect the employee's eyes as well as mouth and nose area. Face shields is a perfect example of an alternative way to protect our workers. There are different types of face shields on the market, from loose face shields with a strap to face shield and hard hat combination. Below is an example of these alternative equipment that will need to be in place in high risk areas when possible:

Employees will only be required to wear hand gloves when the task will require it (will be stipulated in the risk assessment). When for example the employee will do grinding work and the face shield will not last then the employee will be required to wear goggles and a normal dust mask.

Accommodation

When the contractor provides accommodation to the employees on site the following shall be in place:

- The quantity of employees must be looked at that is accommodated on site
- The restrictions on the number of employees using the same ablution facilities
- Cutlery & utensils shall not be shares between employees
- Social distancing between employees (at least 1,5 Meter) when in sleeping quarters and in cooking facilities
- The employees shall practice good personal hygiene and shall sanitise areas that on a regular basis that is used by all employees
- Employees shall not share any personal belongings with each other for example: clothes & towels

Transportation

The transportation of employees shall be monitored by the site safety officer as well as site management. Transportation will be arranged that all employees always implement the social distance of at least 1, 5 Meter from each other. Employee using transportation as well as drivers will always wear mask to

prevent the spread of the virus. Employees shall sanitize their hands before using transportation and after using transportation. Transporting employees in big quantities must always be prevented if possible. All transport shall be disinfected before and after use. If employees drive with personal transport, sufficient parking must be made available

COVID 19 Signage's

The applicable signage's shall be displayed at all the applicable places for example all the notice boards that is identified in this document. The contractor shall as far as reasonably practicably post posters about COVID 19 to ensure that all employees know the essential information of the virus. The signage's will be essential to show employees with the use of pictograms what is the most important factors to keep in mind on site. All hand sanitation station shall have a sign that states it is a sanitation station and while have a poster to explain to employees exactly how to wash their hands to prevent getting infected.

This is examples of signs that shall be visible all over site to keep reminding employees of the risks. The site entrances shall get additional signage's to explain to visitor and employees the applicable PPE for the site. These signs are examples of signs that shall be visible at the site entrances:

COVID 19 Posters

The contractor will be responsible to display posters on all notice boards on site as stipulated to ensure that employees are informed of the COVID 19 virus. The responsibility is with the contractor to communicate these posters to the employees and the train them on all the precaution measures and the keep them informed

3 Omissions from the Site-Specific Health and Safety Specifications

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

PRIMARY HEALTH AND SAFETY COMPLIANCE

Project: Upgrading of internal streets in Seshego Zone 2

ANNEXURE A

The Principal Contractor and Contractors must submit compliance with Annexure 'A' before commencing on work on site. **Compliance with Annexure 'A' must be maintained and proven to the Safety Agent at audits.**

HSS Item no.	Requirement	Legal Reference	Compliance required:
A1	Health & Safety Plan (H & S Plan)	Constructions Regs.	Withing one weeks of receipt of these specifications
A2	Notification of intention to commence construction / building work	Complete schedule 1 (Construction Regs.)	Before commencement on site
A3	Assignment of responsible persons to supervise construction work	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Before commencement on site
A4	Competence of responsible persons in the form of CV's related work history of appointees	OHS Act ~ Section 16(2) appointee ~ all written appointments under the construction regulations 2014	Together with H & S Plan
A5	Compensation for occupational injuries and diseases – proof of registration and in good standing	COIDA or FEMA	Together with H & S Plan
A6	Health and safety organogram showing all safety management portfolios and positions	Polokwane Municipality requirement	Together with H & S Plan
A7	Initial hazard identification and risk assessment document	Construction regulations	Together with H & S Plan
A8	Fall protection plan (first draft) as defined in the construction regulations	Construction regulations	Together with H & S Plan

HSS = health & safety specifications

OHS Act = occupational health & safety Act

CR = construction regulations

COIDA = compensation for occupational injuries and diseases Act

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S AND CONTRACTORS' RESPONSIBLE PERSONS

Project: Upgrading of internal streets in Seshego Zone 2

ANNEXURE B

The Principal Contractor must make all the management appointments as set out below. Compliance with annexure 'B' to be maintained and proven to the safety agent at audits (Further appointments could become necessary as the project progresses).

Item no.	Appointment	Legal Reference	Requirement
B1	CEO Assignee	Section 16(2)	A competent person to assist the CEO in achieving compliance with the OHS Act – P/Contractor's / Contractor's Responsible person
B2	Construction Work Manager	CR 8(1)	A full time competent person to Supervise and be responsible for health & safety related issues on site. The person is appointed by the Section 16(2)
B3	Assistant Construction Work Manager	CR 8(2)	A full time competent person(s) to assist the CR 8(1) appointee with daily supervision of construction work safety. One of the CR8(2) appointees must be designated to fulfill the role of the CR6(1) when such person is not on site. Make this clear in the appointment letter
B4	Health & Safety Representative(s)	Section 17	A competent person(S) to be appointed to represent the workforce in H & S matters. Reps may attend safety meetings, conduct monthly site audits, attend incident / injury investigations and make recommendations as far as H&S goes.
B5	Health & Safety Committee Member(s)	Sectin 19	H&S reps, site supervisors / foreman and the safety officer should make up the committee, with the CR8(1) appointee chairing the committee.
B6	Incident Investigator	GAR 9	A competent person to head up the investigation team and co-ordinate incident / injury investigation ons site.
B7	Risk assessment co-ordinator	CR9	A competent person to co-ordinate the drafting / reviewing / distribution of risk assessments on behalf of the principal contractor. The same applies to contractors. NQF Level 5

B8	Fall protection plan co-ordinator	CR10	A competent person to co-ordinate the drafting / reviewing / distribution of Fall Protection Plan. The same applies to contractors. NQF Level 4
B9	Emergency plan co-ordinator	Contractor Needs to be in line with service station ERP	A competent person to co-ordinate the drafting / reviewing / distribution of the site emergency procedures / evacuation plan. Such person must be fulltime on site so as to take charge of emergency situations.
B10	First Aider(s)	GSR 3	A certified person to address first aid situations and take charge of injuries. Level 1 certificate
B11	Lifting machine and lifting tackle supervisor	DMR 18	A competent P/Contractor employee to co-ordinate the management of lifting machines and tackle, ensuring that such equipment is safe for use at all times, inspected when necessary and repaired when required. The operators, banks men and contractors to liaise with this person
B12	Scaffolding inspector	SANS 10085 – 2004	A competent person to inspect scaffolding before use and every time after bad weather, etc.
B13	Scaffold supervisor (P/Contractor)	SANS 10085 – 2004	A competent P/Contractor employee to supervise all scaffolding on site, ensuring that scaffolds are safe for use, inspected, extended / altered, repaired when required and that all trades are coordinated and authorised to work on such scaffolds
B14	Scaffolding erector	SANS 10085 – 2004	A competent person(s) to erect scaffolding – leader of the scaffold team
B15	Formwork & support work supervisor (Temporary Works)	CR12	A competent person to supervise all formwork & support work erection & dismantling. This person must also ensure that the equipment is safe and that all the necessary inspections (pre, during, post & every day thereafter) are carried out & records kept by the competent inspectors. Design drawings must be available to this supervisor.
B16	Excavation supervisor / inspector	CR13	A competent person to supervise & inspect excavation work (daily) and ensure that excavations are safe. Records of inspections must be kept by this person.
B17	Ladder inspector	GSR13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.

B18	Stacking supervisor	CR28	A competent person to supervise all stacking and storage operations
B19	Explosive powered tools inspector / supervisor	CR21	A competent person to inspect & clean the tool daily, store the tool in a safe location, ensure that cartridges are signed out and in, and control all operations thereof.
B20	Temporary electrical installations inspector	CR24	A competent person to inspect all temporary electrical installations. Including weekly inspections and record keeping.
B21	Portable Electrical Tool Inspector	CR 24	A competent person to co-ordinate / inspect portable electrical tools, leads and plugs.
B22	Fire-fighting equipment inspector	CR29	A competent person to co-ordinate & inspect fire fighting equipment. Including ad-hoc checks and monthly inspections with records kept.
B23	Construction vehicles & mobile plant supervisor	CR23	A competent person(s) to co-ordinate the safety of all construction vehicles & mobile plant. Ensuring that daily inspections are done and records kept, that safety measures are in place, that operators are certified and authorised to operate and that maintenance and services are carried out when required.
B24	Construction safety officer	CR8(6)	A competent person to fulfill the functions as set out in these HSS

GENERAL COMPLIANCE REQUIREMENTS

Project: Upgrading of internal streets in Seshego Zone 2

ANNEXURE C

The Principal Contractor and Contractors must comply with but not be limited to the requirements tabled below: Prove compliance with annexure 'C' at audits conducted by the safety agent.

Item no.	What	When	Output	Reviewed by Polokwane Municipality Agent
C1	Construction – phase Health & Safety Plan	Monthly review	Principal Contractor to indicate the status of Contractors health & safety plans	
C2	Health & Safety File(s)	Open file when construction begins and maintain throughout	Have file on hand at audits. Contractors to report on their file at monthly health & safety audits by the Principal Contractor.	
C3	OHS Act and relevant Regulations	Monthly review	To be kept in the health & safety file on site.	
C4	Health & Safety Induction training, PTW Procedures	Every worker before he/she starts work	Attendance registers to be kept	
C5	Awareness Training (Tool Box Talks)	At least once a week	Attendance registers to be kept	
C6	Health & Safety Meetings	Monthly	Meeting minutes to be kept	
C7	Health & Safety Reports	Monthly	<u>Report covering:</u> <ul style="list-style-type: none"> Incidents / injuries and investigations Non conformances by employees & Contractors – reports Internal H&S audit reports 	

C8	Audits contractors on	Monthly	Report covering: <ul style="list-style-type: none"> • H&S File / Plan • WCA status • Appointment letters • Section 37(2) agreements • Risk assessment & safe work procedures • Physical site inspection • Any other contractor specific requirements 	
C9	Emergency procedured	Monthly evaluation of procedure	Compile written procedure as well as tel. Numbers	
C10	Risk assessments & fall protection plan	Updated and signed off	Documented risk assessments to be available	
C11	Method statements	Drawn up and distributed before workers are exposed to the risks	Documented set of method statements reviewed and signed off.	
C12	General Inspections	Daily	Report OHS Act compliance: <ul style="list-style-type: none"> • Excavations • Portable electrical tools • Formwork & support work • Explosive powered tools 	
C13	General Inspections	Daily	<ul style="list-style-type: none"> • Scaffolding • Temporary Electrical Installations 	
C14	General Inspections	Monthly	<ul style="list-style-type: none"> • Fire fighting equipment • Ladders 	
C15	General Inspections	Monthly	<ul style="list-style-type: none"> • Lifting tackle • Oxy-acetylene cutting & welding sets • Fall prevention and arrest equipment 	
C16	General Inspections	6-Monthly	<ul style="list-style-type: none"> • Lifting machines 	
C17	Load tests / performance tests	Annually / once erected, before use	<ul style="list-style-type: none"> • Lifting machines 	
C18	List of Contractors	List to be updated weekly	Compile a list of contractors: Name, supervisor, company tel. Numbers and trade.	

C19	Workman's Compensation	Ongoing	Compile a list of Contractors workman's Compensation proof of good standing.	
C20	Construction site rules & Section 37(2) Mandatary Agreements	Ongoing	Compile a list of all signed up Mandataries. Proof of agreement documents to be kept in H&S file.	

**OCCUPATIONAL HEALTH & SAFETY – HEALTH & SAFETY COSTS TO BE INCLUDED IN
THE PRINCIPAL CONTRACTOR’S / CONTRACTORS’ PRICE**

Project: Upgrading of internal streets in Seshego Zone 2

ANNEXURE D

In terms of the Construction Regulations (2014), it is the Polokwane Municipality’s duty to ensure that the cost for health & safety has been provided for by the Principal Contractor, before appointment.

Acting on behalf of our Polokwane Municipality, we require the following health & safety costs to be included by the Principal Contractor. It must be made noticeably clear that these are just some of the health & safety costs to be included in your tender price. It is the duty of the Principal Contractor and Contractors to ensure that all aspects of the Occupational Health & safety Act 85/1993 and Construction Regulations are catered for.

Pricing for Occupational Health and Safety measures should include the following if applicable:

ITEM	DESCRIPTION
1	Supply of all items of Personal Protective Clothing/Equipment & ensure use thereof for full compliance
1.1	Steel toe capped safety boots
1.2	Overalls
1.3	Reflective vests (high visibility)
1.4	Hard hats
1.5	Dust masks
1.6	Hearing protection
1.7	Hand gloves
1.8	Any other: Principal Contractor to specify
2	Supply and provision of Equipment for working at Heights & ensure use thereof for full compliance
2.1	Fall protection equipment (Safety Harness)
2.2	Double lanyard harness
2.3	Fall protection plan
2.4	Scaffolding access ladders/toe boards/handrails
2.5	Portable Ladders
2.6	Any other: Principal Contractor to specify:
3	Barricading: Supply & install, including removal upon completion to ensure full compliance to legislation
3.1	Rigid type barricading
3.2	Temporary fence barricading along perimeter of excavated area
3.3	Danger tape pre-warning tape
3.4	Any other: Principal Contractor to specify:

4	Related Training
4.1	First Aid Training
4.2	Health and Safety Representative training
4.3	Emergency Rescue training (Height)
4.4	Hazard Identification Training
4.5	Training of Personnel working at heights
4.6	Construction Plant Training
4.7	Legal Liability (OHSACT) Training
4.8	COID ACT Training
4.9	Scaffold Erector and Inspector Training
4.10	Any other: Contractor to specify: Working at elevated
5	Occupational Health and Safety Administration
5.1	Develop of a Site-Specific Health and Safety Plan and Hazard and Risk Assessment by Competent person.
5.2	Develop of Fall Protection and Rescue Plan by a Competent Fall Protection Plan Developer.
5.3	Competent Occupational Health and Safety Officer/Consultant.
5.4	COVID-19 Requirements
6	Medical Surveillance
6.1	Medical Certificates of fitness for all Employees by an Occupational Health Practitioner.
6.2	Medical Certificates of fitness for all EPWP Employees by an Occupational Practitioner during the duration of the Construction Project.
7	Facilities and Equipment
7.1	Sanitary facility for each sex and for every 30 workers.
7.2	Changing facilities for each sex.
7.3	Sheltered eating areas
7.4	First aid boxes
7.5	Fire extinguishers
7.6	Waste bins
8	Safety Signage
8.1	Sufficient and adequate safety signage on constructions site and at all flammable stores.

ANNEXURE E

The Occupational health and Safety File must consist out of the following documentation: **INDEX**

1	Appointment Letter from Polokwane Municipality.
2	Notification of Construction work.
3	Letter of Good standing - COID
4	Copy of Public Liability Insurance Policy and UIF Registration
5	Health and Safety Specifications
6	Scope of Work
7	Tool and Machinery list
8	Method Statement of all work that will be conducted.
9	Risk Assessment Guide / Procedure
10	Baseline Risk Assessments
11	Safe Work Procedures for all Risks
12	Health and Safety Information from Designer
13	Medical Certificates/Copy of ID'S and Personal Information
14	All Health and Safety Related Policies
15	Section 37.2 Agreements
16	Induction Training Information
17	Site Specific Emergency numbers and Emergency Plan
18	Site Specific Fall Protection and Rescue Plan
19	Site Specific Health and Safety Plan
20	Incident / Accident Management Control
21	Traffic Management Plan
22	Contractor Control Procedures
23	Environmental Management
24	Hazardous Chemical Substance Register and MSDS
25	Example of Monthly Health and Safety Report
26	COVID – 19 Management Plan
27	Health and Safety Organogram and Occupational Health and Safety (Construction) Appointments – With Competencies
28	Certificates for all lifting equipment
29	Sample of all registers that will be used on site.
30	Copy of Construction Building Plans (A4)
31	Copy of the Occupational Health and Safety Act and Construction Regulations 2014

ANNEXURE F

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (Regulation 4 of the Construction Regulations. 2014)

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

(b) Name and tel. No of principal contractor's contact person:

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of Polokwane Municipality:

(b) Name and tel. No of Polokwane Municipality's contact person or agent:

4. (a) Name and postal address of designer(s) for the project:

(b) Name and tel. No of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1).

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female: _____

12. Planned number of contractors on the construction site accountable to principal

Contractor: _____

13. Name(s) of contractors already selected.

Principal Contractor

Date

Polokwane Municipality's Agent (where applicable)

Date

Polokwane Municipality

Date

➤ THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

Copies:

1. Original to **Department of Labour**

UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 3

MATRIX		HAZARD EFFECT / CONSEQUENCE				
BASELINE RISK		1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Loss Type						
Timeline		No impact on overall project timeline	May result in overall project timeline overrun of less than 5%	May result in overall project timeline overrun of between 5% and less than 20%	May result in overall project timeline overrun of between 20% and less than 50%	May result in overall project timeline overrun of 50% or more
Budget		No impact on the budget of the project	May result in overall project budget overrun of less than 5%	May result in overall project budget overrun of between 5% and less than 20%	May result in overall project budget overrun of between 20% and less than 50%	May result in overall project budget overrun of 50% or more
Investment Return – NPV loss		Less than R5m	R5m to less than R50m	R50M to less than R500m	R500m to R5b	R5b or more
Quality		No impact on quality	Minimal quality issues that can be addressed in a short timeframe with minimal interactions	Some quality issues that requires immediate management action	Significant quality issues that requires senior project management interaction	Significant quality issues that requires sponsorship intervention with significant resource and cost implications for rework
Safety / Health		First aid case / Exposure to minor health risk	Medical treatment case / Exposure to major health risk	Lost time injury / Reversible impact on health	Single fatality or loss of quality of life / Irreversible impact on health	Multiple fatalities / Impact on health ultimately fatal
Environment		Minimal environmental harm – L1 incident	Material environmental harm – L2 incident remediable short term	Serious environmental harm – L2 incident remediable within LOM	Major environmental harm – L2 incident remediable post LOM	Extreme environmental harm – L3 incident irreversible
Legal & Regulatory		No legal impact	Minor legal concerns with minor impact	Some legal concerns with manageable level of impact	Serious legal concerns and significant impact on operations	Legal non-compliance with risk of shutdown of operations with significant cost impacts
Reputation / Social / Community		Slight impact - public awareness may exist but no public concern	Limited impact - local public concern	Considerable impact - regional public concern	National impact - national public concern	International impact - international public attention
LIKELIHOOD		RISK RATING				
5 Almost Certain	The unwanted event has occurred frequently; has a 90% and higher probability of reoccurring	11 Medium	16 Significant	20 Significant	23 High	25 High
4 Likely	The unwanted event has a probability of between 60% and less than 90% of occurring	7 Medium	12 Medium	17 Significant	21 High	24 High
3 Possible	The unwanted event has a probability of between 30% and less than 60% of occurring	4 Low	8 Medium	13 Significant	18 Significant	22 High

2 Unlikely	The unwanted event has a probability of between 1% and less than 30% of occurring	2 Low	5 Low	9 Medium	14 Significant	19 Significant
1 Rare	The unwanted event has never occurred, has a probability of less than 1% of occurring	1 Low	3 Low	6 Medium	10 Medium	15 Significant

BASELINE RISK ASSESSMENT

N O	HAZARD/ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RR	HOW IS HAZARD TO BE DEALT	BY WHOM	BY WHEN
1.	PRE-CONSTRUCTION - SITE ESTABLISHMENT						
	<p>Incompetent persons</p> <p>Uncontrolled site establishment activities</p> <p>Incorrect stacking procedures</p>	<ul style="list-style-type: none"> • Injuries during off loading • Damage to property and or vehicles • Cuts and burns • Rushed activities • Incorrect supervision • Management team not identifying existing services • Trip and fall • Cuts • Collapsing of stacks • Incorrect manual handling – back injuries 	<ul style="list-style-type: none"> • Hand and back injuries • Dropping of equipment • Physical injuries • Incorrect manual handling • Potentially fatal accidents • Loss of limbs • Lost time injuries • Medical treatment cases • Financial claims 	12	<ul style="list-style-type: none"> • The principal contractor must ensure that site is established at the correct location as identified by the Client. • Principal contractor's OHS file must be approved prior to site establishment begins – aligned to New Construction Regulation 2014 • All workers on site must be declared medically fit by an Occupational Health Practitioner. (Annexure 3) • Site –induction must be given to 	<ul style="list-style-type: none"> – Construction Supervisor – Contractor Safety Officer – Construction Supervisor 	Before construction commences
					all employees to make them aware		

					<p>of the specific hazards</p> <ul style="list-style-type: none"> • Proof of this should be placed on the OHS File. • Before the commencement of this phase a site-specific risk assessment must be conducted by a competent risk assessor. • All the employees involved must be inducted on the risks; proof of this would be signing off on these risks. • Site specific safe work procedures must be followed during these activities. • Relevant toolbox talks must also be held with employees. • The contractor must ensure that the correct 		
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					<p>serviceable tools are available during this phase.</p> <ul style="list-style-type: none"> • Employees must be issued with correct PPE before works begin 		
	Offloading heavy equipment and containers with mobile cranes.	<ul style="list-style-type: none"> • Defective mobile crane can cause accidents • Damage lifting tackle • Unsecure offloading area could cause accidents • Damage to property 	<ul style="list-style-type: none"> • Serious injury and fatalities • Standing time • Lost time injuries • 1st Aid medical treatment cases • Financial implications 	13	<ul style="list-style-type: none"> • All lifting equipment including the mobile crane must be checked before allowed on site. • Ensure that the correct mobile crane to be used for the offloading process. • Safe Working Load must be clearly displayed on the crane. • Load test certificate will be submitted to the client. • Rope and or sling certificates must be submitted to the client. 	<ul style="list-style-type: none"> – Construction Supervisor – Lifting tackle Inspector – Construction OHS officer 	During site establishment
					<ul style="list-style-type: none"> • Only competent operators will be 		

					<p>allowed to operate the mobile crane.</p> <ul style="list-style-type: none"> • Daily checks as per checklist by operator. • Should a service provider be used these documentations must be approved by the principal contractor's OHS Officer. • Copies must be put on the OHS file • Lifting tackle to be inspected daily. • Material to be stacked on firm and level ground. • Stacking to be supervised by a competent supervisor. • Adequate storage area to be provided 		
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					<ul style="list-style-type: none"> • All unstable stacks to be dismantled and stacked over, in pre-determined area 		
	Site security and fencing: <ul style="list-style-type: none"> – Fence with lockable gates – 24 security deployed – Fire prevention – All required OHS signage – Accommodation of offices 	<ul style="list-style-type: none"> • Theft of property • Fires • Unsafe conduct by visitors 	<ul style="list-style-type: none"> • Financial losses • Loss of equipment / documentation • Lost time due to theft • Production time lost • Injuries to visitors. 	5	<ul style="list-style-type: none"> • All visitors must report to site office. • All visitors must also be inducted. • Checklist signed by supervisor and filed by safety officer 	<ul style="list-style-type: none"> – Construction Supervisor. – Security 	During Site Establishment / Ongoing
	Housekeeping:	<ul style="list-style-type: none"> • Inadequate storing facilities. • Damage to material and equipment. • Accumulation of waste. • Environment pollution. • Facilities for employees. • Electrical installations 	<ul style="list-style-type: none"> • Serious injuries • Electrocutation • Environmental impact • Personal injuries • Lost time in production • Damage to equipment and material. • Injuries to occupants and visitors of 	9	<ul style="list-style-type: none"> • Use site establishment checklist to ensure compliance with all items • Toilet facilities & staff welfare as per Construction Reg 2014 • Toilets 1:30(regular service) • Correct storing facilities for 	<ul style="list-style-type: none"> – Construction Supervisor – Staff Welfare Inspector – Safety Officer – Qualified Electrician. 	During Site Establishment / Ongoing

			Olympic Towers		hazardous chemicals. • Correct signage for all storage of hazardous materials • Proper storing facilities for tool and equipment. • Adequate waste bins available. • Regular cleaning of these bins • Waste recycling is encouraged. • A COC certificate for temporary electrical installations by a register competent electrician.		
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2. CONSTRUCTION

NO	HAZARD/ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RR	HOW IS HAZARD TO BE DEALT	BY WHOM	BY WHEN
1	Excavations and Trenches	• Excavate with excavator to the specific level • Trip and fall • Collapsing soil • Machine struck employees	• Fatalities • Serious injuries • Lost times injuries	18	• Method statements • Issue base risk assessments • Employees must be visible always	• Construction Supervisor • Excavation Supervisor • Construction OHS Officer	

		<ul style="list-style-type: none"> • Hand injuries by excavation by hand • Incorrect manual handling 	<ul style="list-style-type: none"> • Accidents due to defective machines • Damaging services Over excavation • Dust • Electrocutation when damaging electrical services • Damage to services • Employees not visible to machine operator • Material falling in excavations while employees are working in excavations • Inadequate access and exit points • Employees may strain muscles to get 		<ul style="list-style-type: none"> • Direct supervision. • Well trained operators • Level on survey profiles clearly indicated • Proper communication between supervisor and operators • Induct employees on safe working procedures • All excavations must be inspected daily • Provide ladders ever 6 m for access in and out of excavations deeper than 1.5 m • Excavated material to be placed away from side of excavation • Sides of excavation to be shored (if necessary) and 		
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			into or out of excavations		barricaded immediately <ul style="list-style-type: none"> Excavations should be backfilled as soon as possible after excavation Keep area barricaded with hard barricading until backfill is done. 		
2	Excavation Filling Trenches	<ul style="list-style-type: none"> Hard rock material Risk of collapsing excavations Seepage of subterranean water Employees inhaling dangerous fumes Skin contact with hazardous substances 	<ul style="list-style-type: none"> Manual handling injuries Lost time injuries First aid treatments 	18	<ul style="list-style-type: none"> Method statements Issue base risk assessments Inspections by excavation supervisor Proper train operators Location of services Construction supervisor 	<ul style="list-style-type: none"> - Construction supervisor - Construction OHS Officer - Excavation Supervisor - Civil Engineer - Hazardous Chemical Supervisor 	
3	Traffic Accommodation	<ul style="list-style-type: none"> High volume of traffic Accidents while placing road signage Pedestrian injuries & fatalities Injury/fatality while setting out 	<ul style="list-style-type: none"> High speed vehicles could lead to fatalities Injury/fatality to flagmen Injury/fatality to workers 	18	<ul style="list-style-type: none"> Approval of road traffic management plan Emergency procedures must be included in the traffic 	<ul style="list-style-type: none"> - Construction Supervisor - Traffic Control Officer - Flagmen - Qualified Operators 	

		signs/measurement s • Workers fatality	measuring lay-out & placement of signs • Road traffic accidents to poor visibility or wrong traffic signage • Lost Time Injuries due to event of accident • 1 st Aid medical treatment cases • Damage to road signage • Incompetent flagmen could lead to major incidents or fatalities		management plan. • workers/person nel on road traffic management plan • Induct all workers on R/A and SWP • Appoint designated competent traffic control officer • This appointment must be a fulltime employee. • Toolbox Talk on traffic control • Correct signage as per traffic management plan • Correct setting out of traffic signage • Training of flag personnel • High visibility of all workers • Monitoring programme		
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					<ul style="list-style-type: none"> • Daily checks of signage • Emergency plan for incident to be communicated man-job specification 		
4	Regulating Traffic – Flagmen Operations: Partial Lane Closure	<ul style="list-style-type: none"> • Serious injuries/fatalities • Heat exposure to workers • Hit & run accidents • Flying objects form loose stones • Damage to construction vehicles • Damage to traffic signage • Working positions of flag personnel. • Not proper communications between traffic officials. 	<ul style="list-style-type: none"> • Poor visibility could lead to vehicles ignoring traffic signs • Poor lay-out of signs could lead to traffic accidents (major) or fatalities • Standing time • Flagmen ran over by speeding traffic could lead to fatality • Flag personnel not on designated passions due to tiredness. • Lack of proper communication 	21	<ul style="list-style-type: none"> • Installation of road traffic signs & regulating according to installation inventory • Trained flagmen • Flagmen working in shifts • Always insure good visibility • Radio communication between flagmen • Implement: Advance warning are, transition area; buffer zone; work zone termination area • Correct high visibility vests & PPE • Correct symbolic signage 	<ul style="list-style-type: none"> • Construction Supervisor • Flagmen: Qualified • Traffic control officer • 1st Aider • Emergency Coordinator 	

			s can lead to accidents.		<ul style="list-style-type: none">• Correct appointments of relevant personnel during these operations.• Planned Job Observations• Daily start-up procedures & closure• Replacement of broken traffic signs & traffic cones		
5	Fire Protection	<ul style="list-style-type: none">• Inadequate and wrongly placed fire equipment can cause delay in dealing with fire should it occur• Poor housekeeping• Falling objects• Hand Injuries• Back Injuries• Strains• Non-availability of fire equipment's• Untrained personnel using wrong type of equipment to extinguish the fire	<ul style="list-style-type: none">• LTI• Medical Cases / 1st Aid Cases• May result in overall project overrun• Trip slip and falls• Serious injuries or possible fatalities when fire gets out of control• Damage to property• Medical treatment• Bruises, cuts, broken limb	18	<ul style="list-style-type: none">• Adequate fire equipment to be provided and placed at suitable location• Monthly checklist of all fire equipment's• Provide training and have fire drills periodically• Store material in demarcated areas• Cigarettes to be extinguished properly and thrown into rubbish bins	<ul style="list-style-type: none">• Construction Supervisor• Foreman• Fire Fighting Team• First Aider• Fire prevention supervisor	Ongoing

		delays in searching for fire extinguisher <ul style="list-style-type: none"> • Fire alarm not functional or inaudible • Access blocked a people trapped inside; firefighting team not able to obtain access • Shortage or nonoperation of firefighting equipment • Overcrowding an exit point during fire 	<ul style="list-style-type: none"> • 1st aid case treatment • Loss of life 		<ul style="list-style-type: none"> • Ashtrays and waste bins to be emptied daily • Fire escape routes and assembly points to be determined and clearly marked • All workers must use appropriate PPE, • Close supervision • Discuss risk assessment with workers • Induction training • Toolbox talks training 		
7	Ergonomic	<ul style="list-style-type: none"> • Repetition movements resulting in MSD'S • Grip force with hands, wrist, arms resulting in muscle fatigue and inflammation of the muscles and tendons • Lift /lower force activities that could result in lower back injuries 	<ul style="list-style-type: none"> • Lost time injury • Medical treatment incidents • Body injuries • Heat exhaustion 	18	<ul style="list-style-type: none"> • Employees trained to recognise MSD symptoms • Encourage early reporting of MSD symptoms • Re-evaluate work procedures • Ensure regular resting periods • Employees need proper training in lifting practises 	<ul style="list-style-type: none"> • Construction Supervisor • Construction OHS Officer All employees • First aider • 	Ongoing

		<ul style="list-style-type: none"> • Working in awkward positions • Extreme temperatures • Activities that result in hand arm vibration that could result in MSD and white finger syndrome 			<ul style="list-style-type: none"> • Job task observations • Mechanical lifting where possible • Redesigned tasks • Trained first aider • Sufficient fresh water hourly (600 ml) • Sunscreen should also be available • Equipment with lowest vibration be used • Proper maintenance schedules must be in place • Proper medical surveillance program in place • Vibrating reducing hand gloves must be used. 		
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BASELINE RISK ASSESSMENT: CORONAVIRUS –COVID-19

NO	HAZARD/ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RR	HOW IS HAZARD TO BE DEALT	BY WHOM
1.	COVID - 19	<ul style="list-style-type: none"> • Business interruptions (Services / production) • Ill health of Employees • Financial loss • Social instability • Procurement processes under pressure • Labour unrest and strike action • Unavailability of PPE • Stock piling of products and food • Uncontrollable inflated prices on certain products • Public transport shut down • Abuse of privileges (special leave ect) • Lack of communication to all employees • Fake news • Social Distaining 	<ul style="list-style-type: none"> • Coughing • Runny nose • Fever • Shortness of breath • Sore throat • Pneumonia • Multi – organ failure • Fatal 	24	<p>Occupational Health and Safety Unit recommend the following:</p> <ul style="list-style-type: none"> ➤ Proper information sharing to all employees ➤ The bulk of information should be around Personal Hygiene ➤ Visual information posters at all Municipal buildings ➤ Train cleaners on properly cleaning methods ➤ Train in small groups (LES < 5) Health and Safety Reps to assist with toolbox talks to all employees ➤ Employees must be trained on the correct use of issued PPE and hand sanitizers ➤ SBU'S with employees working outside the office environment must have the same precautionary measures in place for each team (vehicle) this must include sufficient water and sanitizers. ➤ Human Resources must issue a clear guideline in terms of special leave during this time ➤ All entrances to Municipal Building must be manned by someone with hand sanitizer to sanitize people entering (employees / visitors) ➤ It would also be advisable to have non touch thermometers for screening purposes ➤ All SBU'S should be issued one and when an employee's temperature is above 38 degrees he must be send home. 	<ul style="list-style-type: none"> - All SBU Managers - OHS - All Health and Safety Representatives - Appointed Municipal Contractors - All Municipal Construction Sites - Crisis Management Team

					<ul style="list-style-type: none"> ➤ All suspected employees that has been send home or stay home due to this virus must be reported to OHS and Environment Health. ➤ All meetings where more than 5 people are involved must be postpone, or alternative communications methods should be used for example what's up video calls , conference calls ect ➤ Transportation of employees when a safe distance of 1.5 m cannot be maintained between employees. ➤ Employees working in office environment must also maintained 1.5 m distance rule ➤ Employees/visitors in lifts should be restricted to not more than 3 at any given time ➤ Additional security measures at facilities where PPE and other disinfect chemicals/hand sanitizers are stored ➤ Employees working directly with the public should be issued with the following : <ol style="list-style-type: none"> 1. Surgical gloves 2. Face mask (FFP2 Dust mask) 3. Clear safety glasses 4. Hand sanitizer ➤ All project Managers must report back to OHS what preventative measures contractors have implemented 	
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C3.8.3.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

C3.8.3.2.1	SCOPE
C3.8.3.2.2	DEFINITIONS
C3.8.3.2.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
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C3.8.3.2.9	RECORD KEEPING
C3.8.3.2.10	COMPLIANCE AND PENALTIES
C3.8.3.2.11	MEASUREMENT AND PAYMENT

C3.8.3.2.1 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Agency Limpopo in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.
Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.
Actions that shall be taken in the event of non-compliance.

C3.8.3.2.2. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;

- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C3.8.3.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water
Destruction or removal of fauna and flora and effect on biological diversity
Deformation of the landscape
Soil erosion
Destruction of historical/heritage sites
Effect on the built environment
Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.8.3.2.4. LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.8.3.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.
Locality where the activity will take place.
Identification of the environmental aspects and impacts that might result from the activity.
Methodology for impact prevention for each activity or aspect.
Methodology for impact containment for each activity or aspect.
Emergency/disaster incident and reaction procedures.
Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.8.3.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

C3.8.3.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.8.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the

contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

c) Waste Management

The contractor’s intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, or anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height

of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the

contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his “good housekeeping”, particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the Tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the

engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and

rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the

archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The South African Heritage Research Agency (SAHRA) should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.8.3.2.9. RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.8.3.2.10. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the

response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a).....Unnecessary removal or damage to trees

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R10 000 per tree
- Greater than 6180mm girth : R30 000 per tree

b) Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R 1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R10 000 per incident
-

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

c) Less serious violations:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site.: R1 000 per incident
- Dumping of milled material in side drains or on grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site.: R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP

is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.8.3.2.11. MEASUREMENT AND PAYMENT

“The cost of complying with this specification shall be deemed to be included in the rates tendered for this contract.”

Item	Penalty for unnecessary removal or damage to trees	Unit
C100.01	for the following diameter sizes	
(a)	2600mm girth or less	number (No)
(b)	Greater than 2600mm, but less than 6180mm girth	number (No)
(c)	Greater than 6180mm girth	number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item	Penalty for serious violations	Unit
C100.02		
(a)	Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b)	General damage to sensitive environments	
(c)	Damage to cultural and historical sites	number (No)
(d)	Pollution of water sources	number (No)
(e)	Unauthorised blasting activities	number (No)
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item	Penalty for less serious violations	Unit
C100.03		
•	Littering on site	number (No)
•	Lighting of illegal fires on site	number (No)
•	Persistent or un-repaired fuel and oil leaks	number (No)
•	Excess dust or excess noise emanating from site	number (No)
•	Dumping of milled material in side drains or on grassed areas	number (No)
•	Possession or use of intoxicating substances on site	number (No)
•	Any vehicles being driven in excess of designated speed limits	number (No)

- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife number
(No)
- Illegal hunting number (No)
- Urination and defecation anywhere except in designated areas number
(No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation	Preserve indigenous vegetation Preserve topsoil Management of weeds	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
				Preserve topsoil		
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

PART C4: SITE INFORMATION

Site Inspection

The bidder shall inform him/herself on the nature of the site and inspect the site.

The Engineer will consider a bid only if the site inspection and/or bidder's meeting arranged by the Engineer has been attended by a representative who must;

- Be suitably qualified to comprehend the implications of the work involved and
- Be the bidder him/herself or a person in the direct employ of the bidder.

C4.1 Site Information

Nature of Ground and Subsoil Conditions

Summary of the geotechnical investigation report is outlined below:

Sub-grade delineation

According to Table 8.12 of the 'Red Book', the design sub-grades for roads are limited to the following four groups:

Table 4: Sub-grade CBR groups for structural design

Class	Sub-grade CBR
SG1	>15
SG2	7 to 15
SG3	3 to 7
SG4	<3

Based on Table 4 above the design CBR of the sub-grade is in a cut and it falls in SG1 for all the streets under implementation. SG1 indicate a good material that can be used for road construction. The in-situ material will be used only for sub-base layer, this material will be treated to C4 layer with 2-3% of cement and a crushed G2 material from commercial source will be used for base layer. Ref UTG 3 Table 13.

Pavement Layers

The pavement structure has been designed for the road. This entails three structural layers with the use of Asphalt as type of surfacing recommended for the project.

The pavement layers to be used are Surfacing of 30mm continuously graded asphalt (AC), Base Layer: 150mm, G2 compacted to 100-102% Bulk Relative Density, Sub-base: 150mm thick C4 compacted to 96% Mod AASHTO density and road bed compacted to 93% Mod AASHTO density.

Table 6: Pavement Design.

Layer Description	TRH14 Material Type	Compaction (% of MOD. AASHTO)
30mm Surfacing	AC	
150mm, Crushed base,	G2	100-102%
150mm Sub-base	C4	96%
Roadbed	G6-7	93%

POLOKWNAE MUNICIPALITY

PROJECT DESCRIPTION: PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 – (54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.

C4: SITE INFORMATION

C4.2: LOCALITY PLAN

General

This section describes the site at the time of the tender in order to enable the tenderer to price his tender accordingly and to decide upon his method of working, programming and risks.

The tenderer shall inform him / herself on the nature of the site and inspect the site.

The Employer will consider a tender only if the site inspection and/or tenderer's meeting arranged by the Employers Agent has been attended by a representative who must:

- ◇ Be suitably qualified to comprehend the implications of the work involved, and
- ◇ Be the tenderer him/herself or a person in the direct employ of the tenderer



POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: PM36/2021 - UPGRADING OF INTERNAL STREETS IN SESHEGO ZONE 2 –
(54th AVENUE AND 58th AVENUE) – MULTI-YEAR PROJECT.

PART C5: CONTRACT DRAWINGS

LIST OF DRAWINGS

T3CE/PM36/2021/01	LOCALITY MAP AND LIST OF DRAWINGS
T3CE/PM36/2021/02	MAIN KEY LAYOUT PLAN
T3CE/PM36/2021/03	LAYOUT PLAN AND LONGITUDINAL SECTION FOR 54 th AVENUE FROM CH 0 – 250
T3CE/PM36/2021/04	LAYOUT PLAN AND LONGITUDINAL SECTION FOR 58 th STREET FROM CH 0 – 450
T3CE/PM36/2021/05	TYPICAL CROSS-FALL SECTION
T3CE/PM36/2021/06	DETAILS FOR ROAD SIGNS AND ROAD MARKINGS 1
T3CE/PM36/2021/07	DETAILS FOR CONTRACT NAMEBOARD

POLOKWANE LOCAL MUNICIPALITY



VOLUME 3

TENDER No.: PM36/2021

UPGRADING OF INTERNAL STREET IN SESHEGO ZONE 2 - 54TH AVENUE, 58TH AVENUE (MULTI-YEAR PROJECT)

PREPARED FOR:
POLOKWANE LOCAL MUNICIPALITY
P.O.BOX 111
POLOKWANE
0700

TEL : (015) 290 2000
FAX : (015) 290 2018



PREPARED BY:
T3 CONSULTING ENGINEERS CC

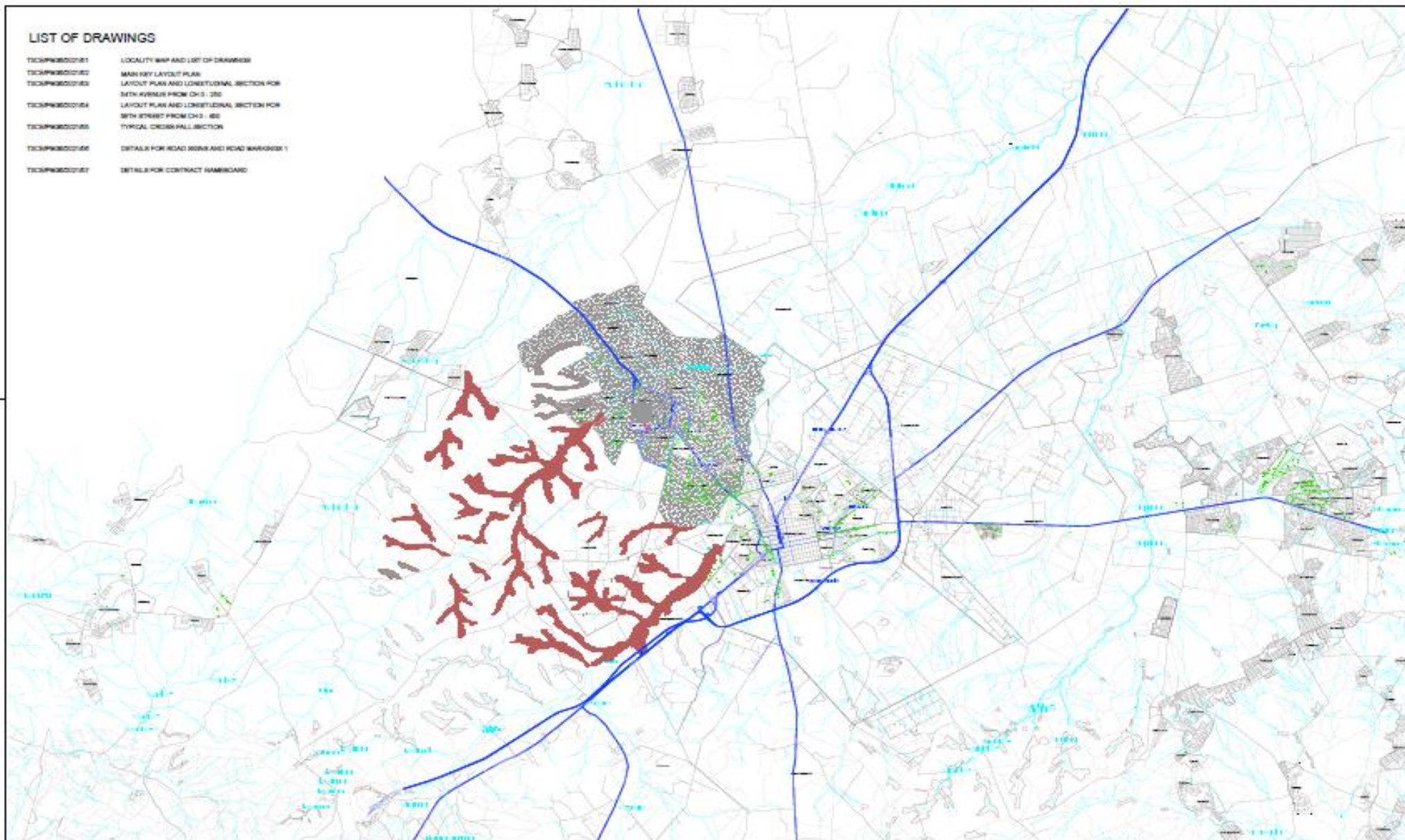
P.O.Box 1108
FAUNAPARK
0787

TEL : 015 281 6301
FAX : 015 281 6351
E - MAIL : admin@t3oe.co.za

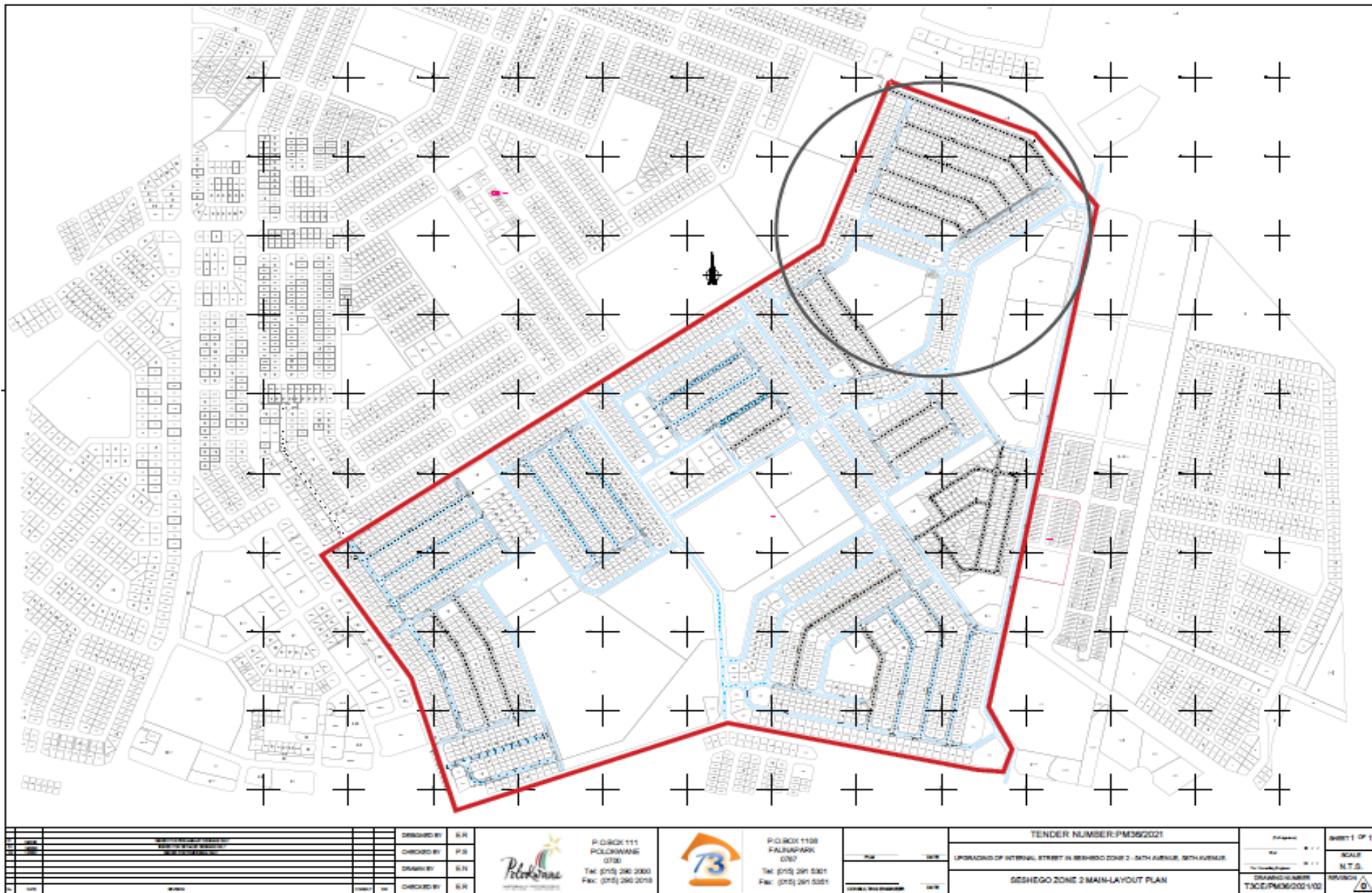
TENDER DRAWINGS

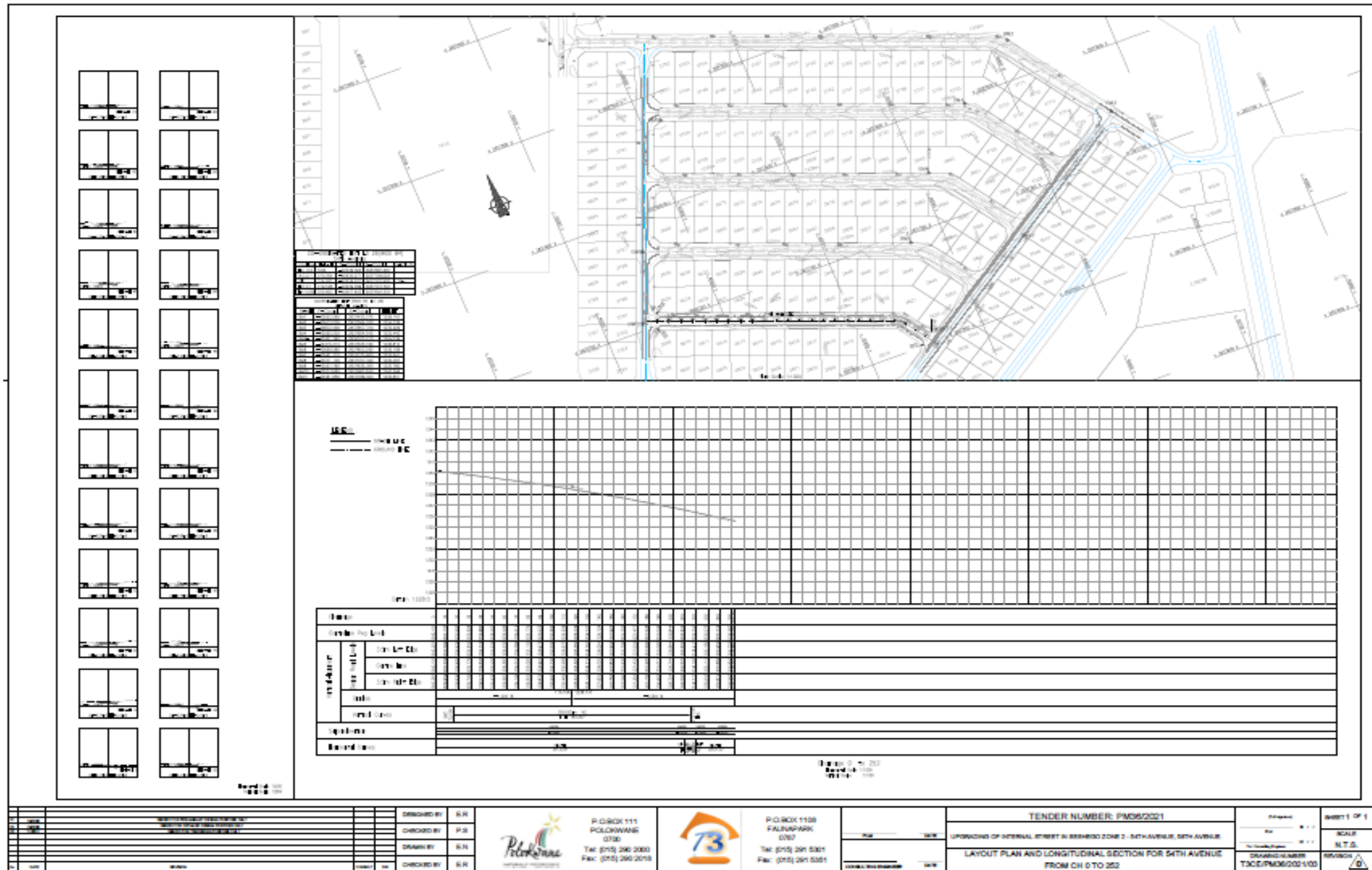
LIST OF DRAWINGS

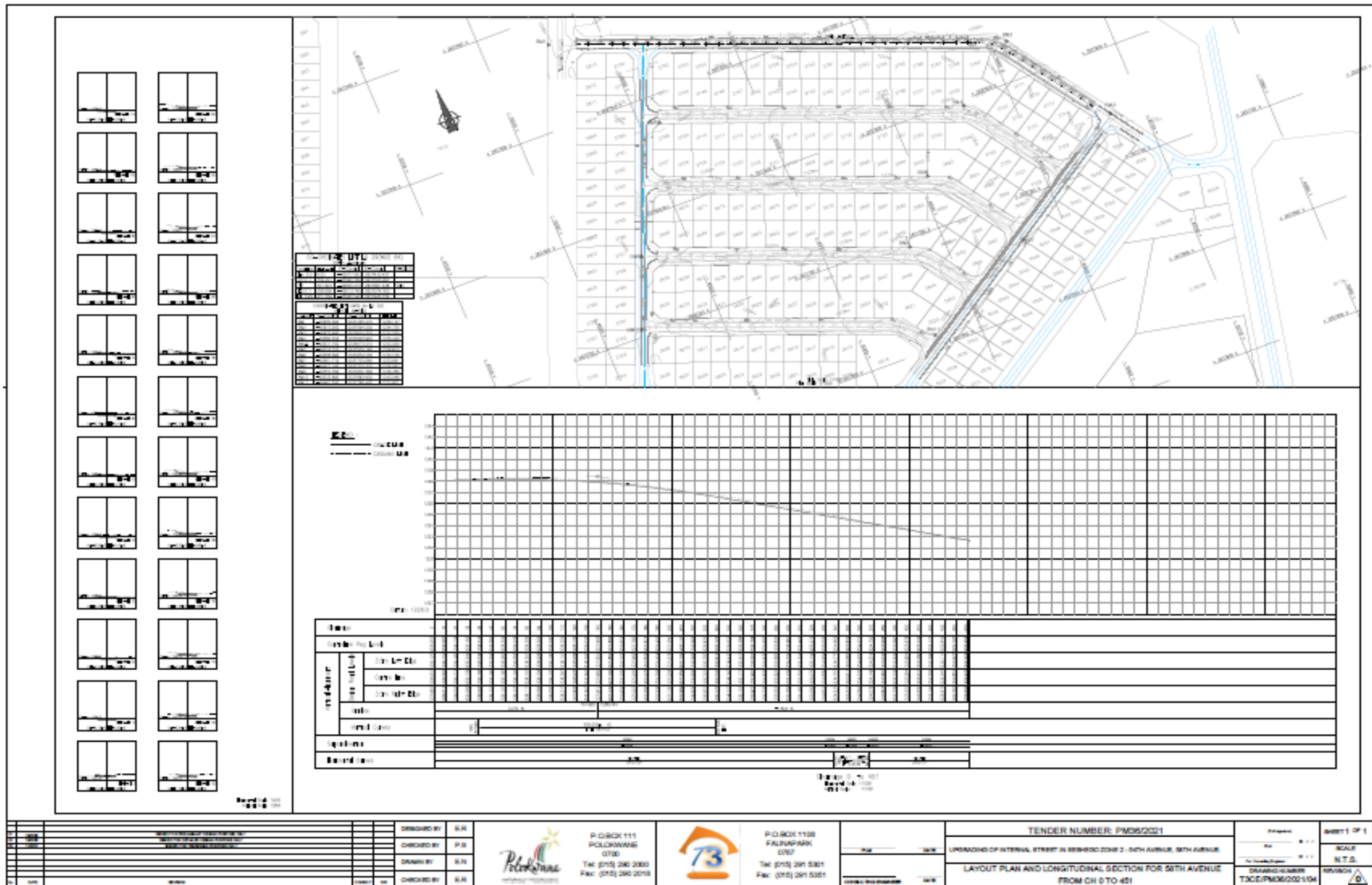
TSC/PM36/2021/01	LOCALITY MAP AND LIST OF DRAWINGS
TSC/PM36/2021/02	MAIN KEY LAYOUT PLAN
TSC/PM36/2021/03	LAYOUT PLAN AND LONGITUDINAL SECTION FOR 56TH AVENUE FROM CH 5 - 250
TSC/PM36/2021/04	LAYOUT PLAN AND LONGITUDINAL SECTION FOR 56TH STREET FROM CH 5 - 400
TSC/PM36/2021/05	TYPICAL CROSS FALL SECTION
TSC/PM36/2021/06	DETAILS FOR ROAD SIGNS AND ROAD MARKINGS 1
TSC/PM36/2021/07	DETAILS FOR CONTRACT NAMEBOARD

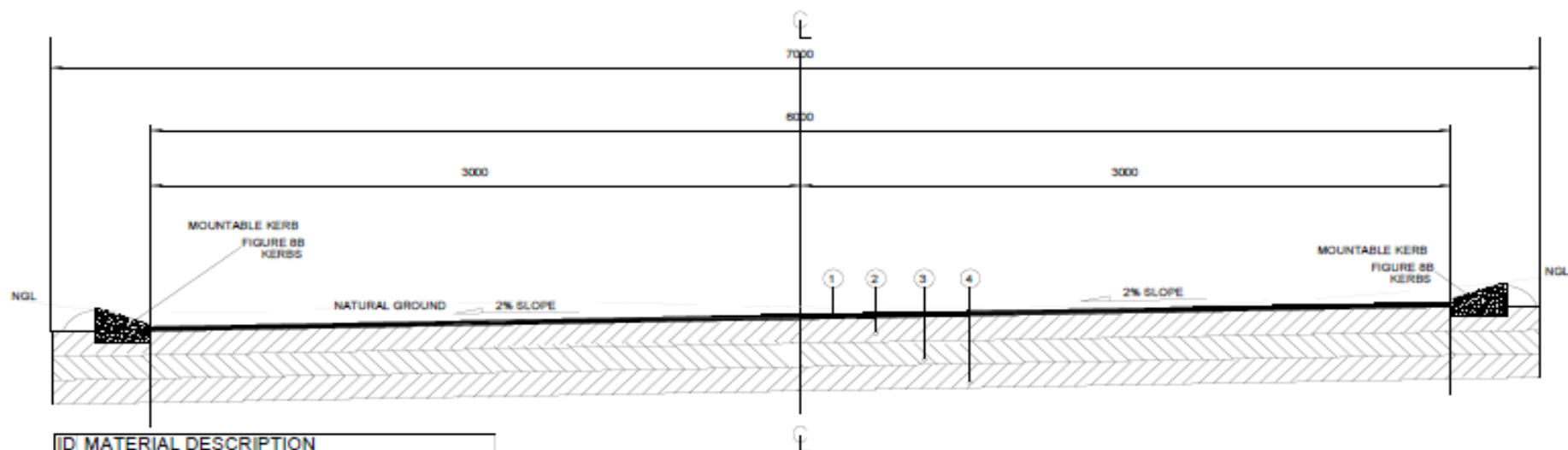


<p>DESIGNED BY: S.R.</p> <p>CHECKED BY: P.B.</p> <p>DRAWN BY: S.R.</p> <p>CHECKED BY: S.R.</p>				<p>P.O. BOX 111 POLOKWANE 0700 Tel: (015) 290 2000 Fax: (015) 290 2018</p>		<p>P.O. BOX 1108 KALUPHAKA 0207 Tel: (015) 291 5301 Fax: (015) 291 5301</p>		<p>TENDER NUMBER: PM36/2021</p> <p>UPGRADING OF INTERNAL STREET (SUBURB ZONE 2 - 54TH AVENUE, 56TH AVENUE)</p> <p>LOCALITY MAP AND LIST OF DRAWINGS</p>		<p>Scale: 1:1000</p> <p>Drawn: S.R.</p> <p>Checked: P.B.</p> <p>Revised: S.R.</p>		<p>SHEET 1 OF 1</p> <p>SCALE: 1:1000</p> <p>REVISION: 1</p>
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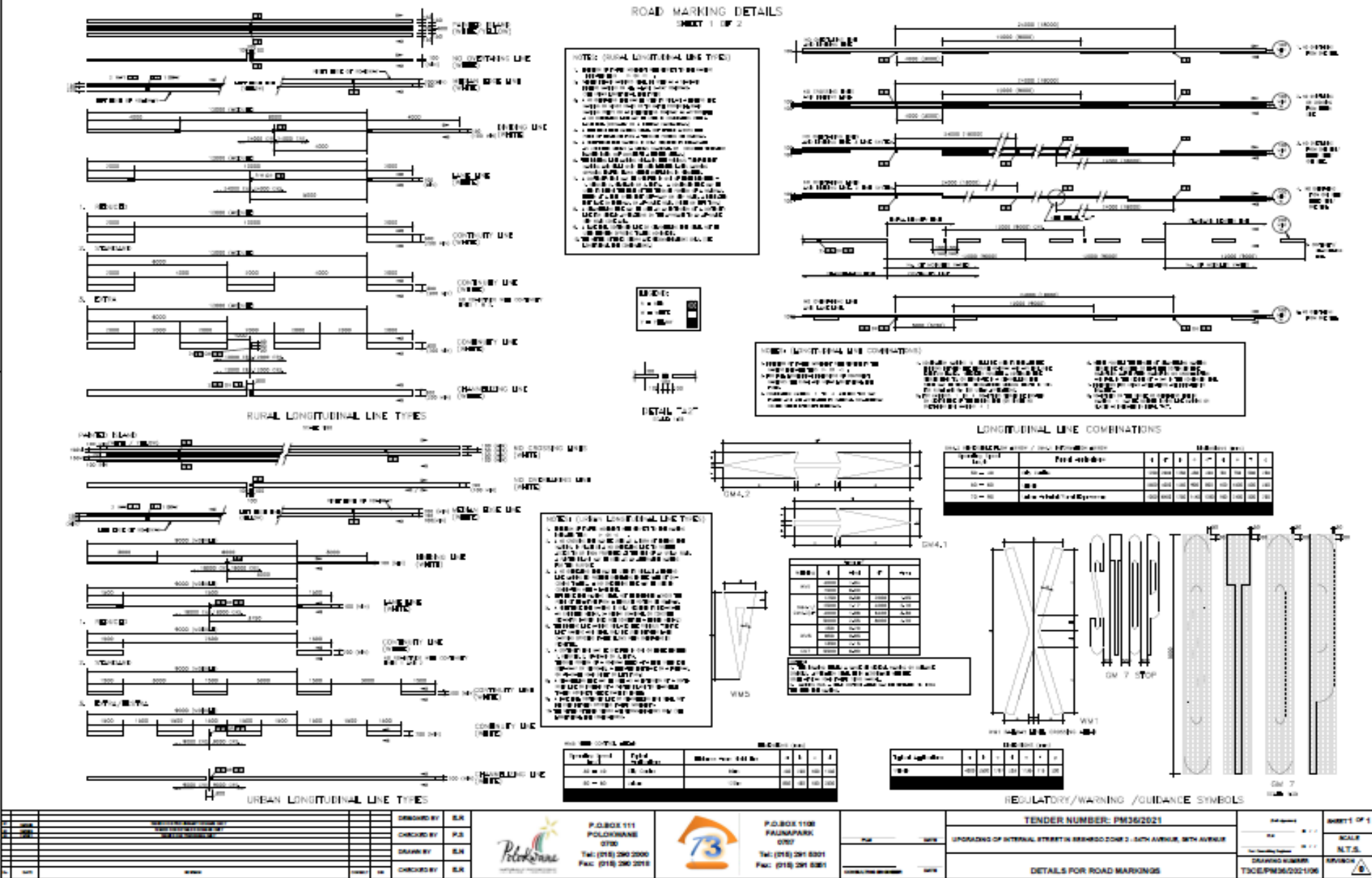





ID	MATERIAL DESCRIPTION
1	Sub-base: 100mm Crushed Gravel (Type 1)
2	Base Layer: 100mm 0/10 Crushed Material from Commercial Source, Compacted to 95% Relative Density
3	Sub-Base Layer: 100mm CA, Gen 1, 0/10mm Compacted to 95% MODASHTO
4	Bedding: 100mm Rg and is compacted to 95% MODASHTO

TYPICAL CROSS-FALL SECTION


DRAWN BY: S.N. CHECKED BY: P.S. DRAWN BY: S.N. CHECKED BY: S.N.				P.O. BOX 111 POLKWANE 0700 Tel: (015) 296 2000 Fax: (015) 296 2018		P.O. BOX 1158 FALUPARK 0707 Tel: (015) 291 5301 Fax: (015) 291 5301		TENDER NUMBER: PM36/2021 UPGRADING OF INTERNAL STREET IN BEERHOD ZONE 2 - 54TH AVENUE, 55TH AVENUE TYPICAL CROSS SECTION		SHEET 1 OF 1 SCALE N.T.S. DRAWING NUMBER T3C/PM36/2021-05	
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2000



**POLOKWANE
LOCAL
MUNICIPALITY**



2500



CONSULTANT: T3 CONSULTING ENGINEERS CC
TEL: 015 291 5301 FAX: 015 291 5351

CONTRACTOR: REGISTERED NAME
TEL : FAX:

CONTRACT: PM42/2020
UPGRADING OF INTERNAL STREET IN SESHEGO ZONE 2, 53RD STRT, 54TH AVE, 55TH AVE
56TH AVE, 57TH AVE, 58TH AVE
(MULTI-YEAR PROJECT)

NOTES:

1. ALL SIGNS SHALL BE DISPLAYED IN FULL COLOUR ON A 300gsm WHITE BACKGROUND.
2. DESCRIPTION: MATT BLACK, REFLECTOR LETTERS AND NUMBERS ON A 300gsm MATT BLACK BACKGROUND.
3. REFLECTOR: GREEN NON-REFLECTORIZED.
4. ONE SIGN BOARD IN ENGLISH SHALL BE ERECTED AT (DETERMINED BY THE ENGINEER).
5. DESCRIPTION OF WORK (NUMBER OF KILOMETRE AND TYPE OF WORK, eg) DESCRIPTION OF WORK (NUMBER OF KILOMETRE AND TYPE OF WORK, eg) DESCRIPTION OF WORK (NUMBER OF KILOMETRE AND TYPE OF WORK, eg)
6. (a) S.A.P.C.C. MEMBERS ONLY, IF CONTRACTOR IS A MEMBER.

TABLE 1				
ERECTION DETAILS				
TYPE POST	UPRIGHT	STAY	D	B
TIMBER POST AND STAY	100mm	80mm	800mm	800mm
TIMBER POST	100mm	-	1000mm	1400mm
D SECTION STEEL POST	100mm x 4mm	-	1000mm	1400mm

FRONT ELEVATION
SIGN BOARD DETAIL

FOUNDATION DETAIL
N.T.S.

SIDE ELEVATION
N.T.S.

PLAN: SECTION D-D
N.T.S.

ELEVATION: ERECTION BRACKET
N.T.S.

FIXING DETAIL

<div style="display: flex; justify-content: space-between;"> <div> <p>DESIGNED BY: S.R.</p> <p>CHECKED BY: P.S.</p> <p>DRAWN BY: S.N.</p> <p>DATE: 01/05/2021</p> </div> <div> <p>P.O. BOX 111 POLOKWANE 0790 Tel: (015) 291 5301 Fax: (015) 291 5351</p> </div> <div> <p>P.O. BOX 1108 FALNAPARK 0767 Tel: (015) 291 5301 Fax: (015) 291 5351</p> </div> </div>				<p>TENDER NUMBER: PM36/2021</p> <p>UPGRADING OF INTERNAL STREET IN SESHEGO ZONE 2 - 54TH AVENUE, 55TH AVENUE.</p> <p>CONTRACT NAMEBOARD</p>		<p>PROJECT NO: PM36/2021</p> <p>SCALE: N.T.S.</p> <p>REVISION: 1</p>	<p>SHEET 1 OF 1</p>
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Bid Number: PM36/2021

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