



## DIHLABENG LOCAL MUNICIPALITY

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**TENDER NO: TS 008/2025**

### **UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY**

#### **PROCUREMENT DOCUMENT**

*Validity period 90 days*

<b>NAME OF TENDERER:</b>	
<b>BILL OF QUANTITIES</b> <i>(refer to Part C2 )</i>	
<b>BBBEE LEVEL</b>	

**NOVEMBER 2025**

**ISSUED BY:**

Directorate:

Finance:

Supply Chain Management  
Unit

Dihlabeng Local  
Municipality,

PO Box 551, Bethlehem,  
9700

# DIHLABENG LOCAL MUNICIPALITY

## T1.1. TENDER NOTICE & INVITATION TO TENDER

DIHLABENG LOCAL MUNICIPALITY HEREBY INVITES PROSPECTIVE BIDDERS TO TENDER FOR TS 008/2025: UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY

### INVITATION TO BID ADVERTISEMENT

Suitable offers are hereby invited for the following bids:

Bid Name	Bid No.	CIDB Grading	Compulsory briefing session	Evaluation and Adjudication Criteria and Preference Points	Closing Date	Enquiries
UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY	TS 008/2025	3GB PE/4GB or higher	12 <sup>th</sup> December 2025, 11:00 am.  Mashaeng Hall	<b>Bids will be evaluated on:</b> <ul style="list-style-type: none"><li>• Stage 1: Pre-evaluation</li><li>• Stage 2: Functionality</li><li>• Stage 3: Financial Offer and Preference Evaluation (80/20 Scoring Points)</li><li>• Stage 4: Risk Analysis</li></ul>	16 <sup>th</sup> January 2026	Ms Jane Mkontwane Tel.: 083 346 9057 <a href="mailto:nomakula09@gmail.com">nomakula09@gmail.com</a>

Bid documents will be available from **12:00** on **Wednesday 08 December 2025**, upon payment of a cash non-refundable document fee of R1000,00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

**Please note that tender document can also be accessed/download for free on the Dihlabeng Local Municipality website <http://www.dihlabeng.gov.za/strategic-documents/bid-documents>. And on eTender Portal.**

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00 on or before the date stipulated above.**

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria (including Functionality) which are included in the bid documents. The highest or any bid will not necessarily be accepted, and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

**The compulsory documents stated in the document must be submitted together with the Bid Document**  
**With effect from 1 July 2016, Dihlabeng Local Municipality must use and verify suppliers registered on the Central Supplier Database - <https://secured.csd.gov.za/>.**

**Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/ entity.**

Bids will be opened to the public as soon as possible after closing time. The municipality reserves the right to reject any and all bids at any time

We

***Everyone, Every Household, Every Entity – A Testimonial of our Excellent Service!***



**M Ntheli  
MUNICIPAL MANAGER**

9 Muller Street East  
P.O Box 551  
BETHLEHEM  
9700  
[www.dihlabeng.gov.za](http://www.dihlabeng.gov.za)

# DIHLABENG LOCAL MUNICIPALITY

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DIHLABENG LOCAL MUNICIPALITY</b>					
BID NUMBER:	<b>TS 008/2025</b>	CLOSING DATE:	<b>05 January 2026</b>	CLOSING TIME:	<b>12h00</b>
DESCRIPTION	<b>UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>Dihlabeng Local Municipality, 9 Muller Street, Bethlehem 9700</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/> No <input type="checkbox"/>		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	Jane Mkontwane	
CONTACT PERSON	Charbolyn Maile		TELEPHONE NUMBER	0833469057	
TELEPHONE NUMBER	058 303 5732		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	nomakula09@gmail.com	
E-MAIL ADDRESS	opelongm82@gmail.com				

# DIHLABENG LOCAL MUNICIPALITY

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

# DIHLABENG LOCAL MUNICIPALITY

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## DIHLABENG LOCAL MUNICIPALITY

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### Part T1: Tendering procedures

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# DIHLABENG LOCAL MUNICIPALITY

## T1.2. TENDER DATA

The Standard Conditions of Tender are published in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contract, August 2019

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of the tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

### **C.1 General**

#### **C.1.1 Actions**

*Add the following:*

The Employer is the Dihlabeng Local Municipality, represented by the Roads and Stormwater Department.

#### **C.1.2 Tender Documents**

*Add the following:*

The following documents form part of this tender:

**VOLUME 1:** The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

**VOLUME 2:** The COLTO Standard Specifications for Road and Bridge Works for State Road. The conditions of tender are the Standard Conditions of Tender as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement, Board Notice 136 Government Gazette No. 38960 of 10 July 2015. The Standard Conditions of Tender can be obtained from the CIDB's website. Authorities are the Standard Specifications as detailed in the Bill of Quantities / Schedule of Rates.

Volumes 1 and 2 may also be inspected, by appointment, at the Municipal office during normal office hours.

The tender documents issued by the Employer comprise:

**VOLUME 3:** The Contract Document (this document), in which is bound:

#### **The Tender**

##### **Part T1: Tendering procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender data

##### **Part T2: Returnable Documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

#### **The Contract**

##### **Part C1: Agreements and Contract Data**

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Performance Guarantee

C1.4 Occupational Health and Safety Agreement

C1.5 Protection of the Environment Declaration  
C1.6 Insurance Broker's Warranty

**Part C2: Pricing Data**

C2.1 Pricing Assumptions  
C2.2 Bills of Quantities

**Part C3: Scope of Work**

C3.1 Description of the Works  
C3.2 Engineering Drawings  
C3.3 Work Specifications

**Part C4: Site information**

C4.1 Site information

**VOLUME 4:** Drawings (listed in C3.2 Engineering)

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

**C.1.4 Communication and employer's agent**

*Add the following:*

Attention is drawn to the fact that verbal or any other form of communication, given by the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless issued formally by the Employer in writing to tenderers through its Accounting Officer or his nominee. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Representative, for the purposes of any communication between the employer and Tenderer is:

Name: Ms Jane Mkontwane

Physical Address:

9 Muller Street

Head Quarters Offices

Bethlehem 9700

Telephone: 083 346 9057

E – mail: [nomakula09@gmail.com](mailto:nomakula09@gmail.com)

Postal Address:

Dihlabeng Local Municipality

Directorate: Public Works

P.O. Box 551

Fax: 058 303 5732

An Employers Agent (i.e. Consulting Engineer) may be appointed to act on behalf of the Employer for the implementation of a Work Assignment / Project.

**C1.6 Amend Clause to read:**

Tenders received who are responsive will be admitted onto a roster, thereafter assignments will be allocated as and when required by the Municipality.

**C.1.6.2** A competitive negotiation procedure will not be followed.

**C.1.6.3** A two-stage proposal procedure will not be followed.



#### **C.2.2.1.2 Construction Industry Development Board (CIDB) Registration**

Only those tenderers who are registered with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, **for a GB class of construction work**, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than two level below the required grading designation in the CE class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, tenderers who are capable of being so registered with an active status with the CIDB prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

For alpha-numeric associated with the Contractor Grading Designations see Annex G attached. Refer also to Schedule 15.

#### **C.2.7 Compulsory clarification meeting**

*Add the following:*

The compulsory clarification meeting is not applicable to this tender. Enquiries can be forwarded to the contact persons indicated in this tender between 8h00 and 16h00 on Monday to Friday. All the enquiries must be communicated until five (5) days before the closing date.

#### **C.2.10 Pricing the tender offer**

*Add clause C.2.10.5:*

- C.2.10.5 Tenders must only price works that is in line with their capabilities.** Tenderers must therefore not provide rates for work items that can-not be completed to the required specifications. Tenderers must not provide rates for work items that are outside of the scope and capabilities of the Tenderer. Where the tenderer has stipulated additional conditions tied to a submitted rate, the rate will be deemed null and void.

- C.2.12** No alternative tenders allowed.

#### **C.2.13 Submitting a tender offer**

- C.2.13.2** *Replace clause C.2.13.2 with:*

1. Documents may only be completed in non-erasable ink.
2. The use of correction fluid/tape is not allowed.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. Alterations or deletions not signed by the Tenderer may render the tender invalid.
5. All bids must be submitted in writing on the official forms supplied (not to be re-typed).

- C.2.13.4** *Add to clause C.2.13.4:*

Certificate of Authority for Joint Ventures and the Joint Venture Agreement must be completed and submitted as part of the bid documents.

1. No amendments to Joint Venture Agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
2. Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
3. All members of the Joint venture must submit, with the bid documents:
  - a valid tax clearance certificate or SARS tax pin, individually;
  - an agreement that clearly provides clarity of Profit and liability sharing; and
  - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint Venture agreement.

- C.2.13.5** *Add the following to C.2.13.5:*

The Employer's address for delivery of tender offers and identification details to be shown on each tender

offer package are:

Location of tender box: Dihlabeng Local Municipality building  
9 Muller Street, Bethlehem  
Identification details: **Tender Box**  
Title of tender: **UPGRADING AND REFURBISHMENT OF MASHAENG  
FOURIESBURG SPORTS FACILITY**

Sealed tenders (including any alternative tenders) with the Tenderer's name and address and the endorsement "**TENDER NO.: TS 008/2025: UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY**" on the envelope(s), must be placed in the appropriate official tender box at the abovementioned address.

**C.2.13.9** *Replace clause C.2.13.9 with:*  
Mailed, telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted.

**C.2.15** **Closing time**  
**C.2.15.1** *Add to clause C.2.15.1:* The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Any Tender received after the appointed time for the closing of tenders will not be considered and will be filed unopened with the other tenders received or returned to the Tenderer at his/her request.  
Sealed tenders, with the "**Tender Number and Title**" clearly endorsed on the envelope, and must be deposited in the **tender box**.  
The tender must be lodged by the Tenderer in the tender box at the Dihlabeng Municipal Offices, 9 Muller Street, Bethlehem. Tenders that are deposited in the incorrect box will not be considered.

**C.2.16.1** *Add to clause C.2.16.1:* Tender offer validity period is 90 days.

**C.2.20** *Add to clause C.2.20:*  
The Contractor is required to submit together with this document a signed Occupational Health and Safety Agreement and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer.

Proof of Insurance and Guarantees are not required at tender stage. The service provider must provide proof that the necessary Insurance and Guarantees are in place when being considered for a works package. The Insured amount will depend on the requirements of a works package.

**C.2.23** *Add to clause C.2.23:*  
The Tenderer must complete and submit all forms and certificates contained in this Tender. The tenderer must also submit with this tender all the requirements stated in these forms and certificates, as listed below:

1. Tender Details
2. Authority to Bid form
3. Certificate of Authority for Joint Venture
4. MBD 2 Tax Clearance Certificate Requirements
5. MBD 4 Declaration of Interest
6. MBD 5 Declaration for Procurement above R10 Million
7. MBD 6.1 Preference Points Claim Form
8. MBD 8 Declaration of Bidders Past Supply Chain Management Practices
9. MBD 9 Certificate of Independent Bid Determination
10. MBD10 Certificate for Payment of Municipal Services
11. Functionality Schedules 9 and 10
12. Form of Offer and Acceptance
13. Declaration by Tenderer
14. Occupational Health and Safety Agreement
15. A letter of good standing from the Compensation Commissioner, or a licensed compensation insurer.

**C.3.4.1** *Add to clause C.3.4.1:*  
Tenders shall be opened in public at the Dihlabeng Municipal Offices as soon as possible after the closing time for the receipt of tenders.

**C.3.8** **Test for responsiveness**

**C3.8.2** *Add the following two sub-clauses after C.3.8.2:*  
Tenders will be considered non-responsive if, inter alia:

- a) the tender is not in compliance with the Scope of Work and the provisions set out in the tender data.
- b) has not signed authority to sign bid certificate.

- c) the tenderer does not comply with the CIDB registration (active status) and contractor grading designation specified in C.2.1.1.2 above;
- d) the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request as stated in C.2.17 and C.2.20;
- e) the tendering entity's experience, and tenderer's key staff and their experience as tendered in Schedules 8 and 9 has failed to achieve the minimum requirements in terms of eligibility criterion as stated in C.2.1.1.3.
- f) the tenderer has failed to attend the compulsory site visit / tender clarification meeting and failed to attached the signed certificate (N/A).

Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by:

- g) tenderers who, notwithstanding having submitted duly completed certificates of independent tender determination are nevertheless deemed to have knowledge of the contents of any other tenderer's offer and/or a certificate is not true and correct in every respect;
- h) tenderers in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
- i) tenderers who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
- j) tenderers in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

### **C.3.11 Evaluation of tender offers**

#### **C.3.11.1 General**

Acceptable bids will be evaluated in Four (4) stages, namely:

- a) Stage 1: Pre-Evaluation
- b) Stage 2: Functionality
- c) Stage 3: Price and Preference
- d) Stage 4: Risk Analysis

### Stage 1: Tender Pre-Evaluation

The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following will be disqualified immediately:

1. Certificate of Authority for Signatory.
2. Joint Venture Agreement and Power of Attorney, in case of Joint Venture.
3. Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached, should the municipal services be paid by the Landlord/owner, a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached.
4. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
5. The bidder must provide a Valid Letter of Good Standing (COIDA) relevant to Civil Engineering works.
6. The bidder must provide a Valid CIDB Grading Certificate relevant to the tender requirements.
7. The tenderer is required to submit with his/her tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the value of 10% of tendered value.
8. The document must be completely filled in Black Ink & corrections are countersigned.
9. Bill of Quantities must be completely filled with Black Ink not erasable fluid.
10. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
11. The bidder must provide the recent 3 Years Audited Financial Statements, preferably (2023 / 2024 / 2025). AFS STATEMENT
12. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule.

### Stage 2: Functionality

A functionality evaluation will be carried out, responsive bids will be admitted onto a roster, thereafter work assignments will be allocated as and when required by the Municipality.

All information provided by the Tenderer for the Functionality Assessments, must pertain to the tenderer's own internal experiences etc., and not that of an external specialist or other contractor. The functionality evaluation will relate to the tenderer's ability to provide a quality service to the Municipality, therefore the tenderers experience will be evaluated.

Tenderers are required to complete all the Functionality Schedules as listed in the Returnable Schedules. Tenderers are to provide information that is in line with their CIDB category. Evaluations will be based on the Tenderers ability to complete works that is in line with the CIDB category. Failure to complete the Functionality Schedules will result in 0 (zero) scoring.

PRE-QUALIFICATION CRITERIA: ELIGIBILITY FOR SPECIFIC WORK ASSIGNMENTS		
TYPICAL WORK ASSIGNMENTS		CIDB GRADING REQUIRED
1.	Upgrading and Refurbishment of Mashaeng Fouriesburg Sports Facility	3GB PE/ 4GB or higher

The functionality evaluation will focus on **civil engineering general building works**. Tenderers scoring less than 60 points will not meet the functionality criterion. Successful tenderers will be placed on a panel for consideration for award of a Work Package. The panel will be valid until the tender expires.

**Note:** Only the information provided on the schedules for Functionality evaluation and or attached thereto will be considered to confirm the tendering entity and key staff meets the eligibility criteria. Failure to complete PRE-EVALUATION schedules may result in the tender being non-responsive.

#### FUNCTIONALITY EVALUATION SCORING CRITERIA

No.	Activity	Maximum points	Minimum points																																																										
1.	<p><b><u>Experience</u></b></p> <p>Demonstrated experience in the civil engineering general building works. Bidders must furnish copies of completion certificates for all successfully completed projects. Failure to submit completion certificates will lead to no award of points.</p> <p><b><u>Number of projects and the value of the largest project in civil engineering general building projects completed in the past ten (10) years</u></b> (Attach Appointment Letters with associated Completion Certificates or signed Reference Letter/s indicating successful completion of the projects on the Employer Letterhead)</p> <p>3 or more Projects above R 3 000 000 each (30 points)</p> <p>2 projects above R 3 000 000 each (25 points)</p> <p>1 project above R 3 000 000 each (20 points)</p>	30	20																																																										
2.	<p><b><u>Key Staff</u></b></p> <p><b>NB: Full CVs of the proposed key members of the Team and Professional Affiliations as well as their affidavits allowing use of their CVs to be attached. Failure to attach any of these will result in no points being allocated</b></p> <table><tr><th></th><th colspan="7">QUALITY CRITERIA: APPLICATION EXPERIENCE</th></tr><tr><th></th><th>POSITION</th><th>MINIMUM NQF LEVEL</th><th colspan="5">YEARS OF EXPERIENCE</th></tr><tr><td rowspan="2">1</td><td rowspan="2"><b>Project Manager/ Site Agent</b>  Must be SACPCMP/ ECSA registered Minimum Bachelor's Degree/ B Tech in Civil Engineering or Construction Management Experience in civil engineering general building projects</td><td rowspan="2">7</td><td colspan="2">5 - 9</td><td colspan="2">10 - 14</td><td>&gt;15</td></tr><tr><td>Points</td><td>3</td><td>Points</td><td>5</td><td>Points</td><td>10</td></tr><tr><td rowspan="2">2</td><td rowspan="2"><b>Foreman</b>  Accredited Trade in Built Environment or Higher.  Experience in civil engineering general building projects</td><td rowspan="2">4</td><td colspan="2">5 - 9</td><td colspan="2">10 - 14</td><td>&gt;15</td></tr><tr><td>Points</td><td>3</td><td>Points</td><td>5</td><td>Points</td><td>10</td></tr><tr><td rowspan="2">3</td><td rowspan="2"><b>Plumber</b>  Accredited Trade in Built Environment or Higher. Experience in civil engineering general building projects</td><td rowspan="2">N2</td><td colspan="2">5 - 9</td><td colspan="2">10- 14</td><td>&gt;15</td></tr><tr><td>Points</td><td>3</td><td>Points</td><td>5</td><td>Points</td><td>10</td></tr></table>		QUALITY CRITERIA: APPLICATION EXPERIENCE								POSITION	MINIMUM NQF LEVEL	YEARS OF EXPERIENCE					1	<b>Project Manager/ Site Agent</b>  Must be SACPCMP/ ECSA registered Minimum Bachelor's Degree/ B Tech in Civil Engineering or Construction Management Experience in civil engineering general building projects	7	5 - 9		10 - 14		>15	Points	3	Points	5	Points	10	2	<b>Foreman</b>  Accredited Trade in Built Environment or Higher.  Experience in civil engineering general building projects	4	5 - 9		10 - 14		>15	Points	3	Points	5	Points	10	3	<b>Plumber</b>  Accredited Trade in Built Environment or Higher. Experience in civil engineering general building projects	N2	5 - 9		10- 14		>15	Points	3	Points	5	Points	10	40	20
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			Points	3	Points	5	Points	10																																																					

	4	<b>Occupational Health and Safety Officer</b>  Must be SACPCMP registered Accredited Certificate or Higher. Experience in construction projects	5	5 - 9		10 - 14		>15											
				Points	3	Points	5	Points	10										
3	<b><u>Financial Risk Rating</u></b> <b>N.B: Tenderers to submit bank rating letter</b> <table><tr><td>Bank Rating D</td><td>10</td></tr><tr><td>Bank Rating C</td><td>12</td></tr><tr><td>Bank Rating B</td><td>14</td></tr><tr><td>Bank Rating A</td><td>16</td></tr></table>									Bank Rating D	10	Bank Rating C	12	Bank Rating B	14	Bank Rating A	16	16	10
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4	<b><u>Locality</u></b> <table><tr><td>Within the boundaries of Free State</td><td>12</td></tr><tr><td>Within the boundaries of Dihlabeng municipality</td><td>14</td></tr><tr><td>Outside the boundaries of Free State</td><td>10</td></tr></table>									Within the boundaries of Free State	12	Within the boundaries of Dihlabeng municipality	14	Outside the boundaries of Free State	10	14	10		
Within the boundaries of Free State	12																		
Within the boundaries of Dihlabeng municipality	14																		
Outside the boundaries of Free State	10																		

Please Note:

- Maximum points = 100
- Tenderers/PSP's scoring less than 60 will not meet the functionality criterion.
- Reference checks will be done to determine whether projects were successfully carried out.
- The minimum threshold for a final score is therefore 60.

**Stage 3: Financial Offer and Preference Evaluation**

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Volume. 689 4 November Number. 47452 2022).

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

**POINTS AWARDED FOR PRICE**

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

**80/20**

**or**

**90/10**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**POINTS AWARDED FOR SPECIFIC GOALS**

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

A	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of Free State		4		
Within the boundaries of Dihlabeng municipality		6		
Historically Disadvantaged Individual		10		

Points will be awarded to tenderers who are eligible for preferences in terms of Schedule MBD6.1: Preferencing Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules. The terms and conditions of Schedule MBD6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.

For each work package, the Municipality will select the required items from the Bill of Quantities and the highest scoring tenderer (on price for selected items and on BEEE points claimed) will be award the individual assignment. For major work assignments over R1 million, bidders are to submit proposed key staff information (e.g. CV's, qualifications and experience) related to the scope of works to the Municipality for approval.

#### **Stage 4: Risk Analysis**

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

1. The bid of any bidder may be disregarded if that bidder, or any of its directors have –
  - (a) Abused the institution's supply chain management system;
  - (b) Committed fraud or any other improper conduct in relation to such system;
  - (c) Failed to perform on any previous contract.
2. The bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied.

The Database of Restricted Suppliers is available on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

3. Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- (a) Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?
- (b) Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

This tender is and shall be implemented in accordance with all relevant and applicable legislation, which includes and are not limited to best practice guidelines of procurement, Construction Industry Development Board Regulations, Tender Data and Contract Data, GCC for Construction Works, and etc.

- C3.12 Proof of Insurance and Guarantees are not required at tender stage. The service provider must provide proof that the necessary Insurance and Guarantees are in place when being considered for a works package. The Insured amount will depend on the requirements of a works package.

**C3.13 Acceptance of tender offer**

*Add the following to C.3.13:*

- C.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS (Returnable Schedule 3);
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
- i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

C.3.15 *Replace Clause C.3.15 with the following:*

**C.3.15.1 Disputes, objections, complaints and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Dhlabeng Local Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Dhlabeng Local Municipality, PO Box 551, Bethlehem 9700.

**C.3.15.2 Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Dhlabeng Local Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Dhlabeng Local Municipality Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
- i) Reasons and/or grounds for the appeal
  - ii) The way in which the appellants rights have been affected
  - iii) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Municipal Manager, Dhlabeng Local Municipality, PO Box 551, Bethlehem 9700.

**C.3.15.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

Clauses F.3.13.2 and F.3.13.3 do not influence any affected person's rights to approach the High Court



at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Dihlabeng Local Municipality, PO Box 551, Bethlehem 9700.
- b) All requests in terms of PAJA and PAIA must be submitted in writing to the Municipal Manager, Dihlabeng Local Municipality, PO Box 551, Bethlehem 9700.

C.3.16 *Add the following to C.3.16.1:*

C.3.16.1 Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice, and only once the processes described in F.3.13.2 and F.3.13.3 above have been completed can the Employer sign the Acceptance part of the Form of Offer and Acceptance.

*Replace sub-clause F.3.16.2 with the following:*

C.3.16.2 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

**The additional conditions of tender are:**

**C.4.1 Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

**C.4.2 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.  
Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.
- 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

**C4.3 Risk Analysis**

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Dihlabeng Local Municipality in this regard.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the Employer that he/she has the resources and skills required.

**C.4.4 Invalid tenders**

Tenders may be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer (on the Form of Offer and Acceptance) has not been signed;
- d) if the offer (on the Form of Offer and Acceptance) is signed, but the name of the tenderer is not stated or is indecipherable.

#### **C.4.5 General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
  - full name;
  - identification number or company or other registration number; and
  - tax reference number and VAT registration number, if any;
- b) has indicated whether:
  - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
  - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
  - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Employer is prohibited from making an award to:
  - a person who is in the service of the state;
  - a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
  - an advisor or consultant contracted with the Employer, or
  - a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this Schedule may result in the tender not being considered.

#### **C.4.6 Combating abuse of the Supply Chain Management Policy**

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer 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 Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Employer or has 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 with the Register of 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 or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedule 4, Part T2.2: Returnable Schedules: Declaration of Bidder's Past Supply Chain Management Practices (in terms of the Municipal Finance Management Act). Failure to complete this Schedule may result in the tender not being considered.

#### **C.4.7 Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.

- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, with the exception that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

**C.4.8 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE** will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for BBBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

#### **C.4.9 Rates and Pricing**

The rates and / or prices submitted and stated in the Pricing Data shall be final and binding throughout the period of the Contract. Where the tenderer has stipulated conditions tied to a submitted rate, the rate will be deemed null and void.

- a) Only tenderers, whose CIDB grading is in line with the value of the Work Assignment / Package, will be considered for appointment of a Work Assignment / Package.
- b) Tenderers cannot be considered for a Work Assignment / Package where rates have not been submitted for items that are included in the bill of quantities of a Work Assignment / Package.
- c) The Municipality would endeavour to achieve a degree of equity among the listed tenderers.
- d) The Municipality reserves the right not to successively appoint the same tenderer, however, the Municipality will ensure that value for money principals (economy, effectiveness and efficiency) are achieved, when making appointments for Work Assignment / Packages.
- e) Work Assignment / Packages cannot be awarded, or the awarded civil works assignments would be cancelled, should the tenderer not comply with the following:
  - Submit to Municipality, all required Guarantees and Insurances, within 7 days of being requested to do so.
  - Submit to the Municipality, within 3 days, written confirmation that the tenderer has the ability to carry out the works:
    - within the timeframe required by the Municipality,
    - utilizing the proper materials and work method, as specified in the Contract Data,.
    - utilizing the proper work methods, as specified in the Contract Data
- f) Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with tender and contract requirements.
- g) Tenderers are to note that the Municipality reserves the right not to make use this tender, where it is and where it is apparent that a successful service provider's rate(s) are not in line with market related prices.
- h) Tenderers are to note that work will be executed in such a manner as to maximise the use of labour-intensive construction methods in order to provide unskilled employment opportunities. For certain works a Community Liaison Officer (CLO) may be required and can be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Engineer and the local communities.

**C.4.10 Unbundling of Municipal Infrastructure Assets**

As part of the project close-out, the contractor must also unbundle the assets. The unbundling of capital assets means breaking down the capital assets into components according to the capital asset hierarchy as per GRAP 17 (PPE) in support of the annual compilation of a GRAP compliant Fixed Asset Register. In dealing with the unbundling of capital assets, the unbundling must occur at the end of every financial year and the end of the project. See Part C3: SCOPE OF WORKS, item no.C3.1.10 for more details.

# DIHLABENG LOCAL MUNICIPALITY

## Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents .....	21
T2.2 Returnable Schedules .....	22 to 46

## T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

### 1. **Returnable Schedules Required for Tender Evaluation Purposes**

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

SCHEDULE 2: AUTHORITY TO SIGN BID

SCHEDULE 3: DECLARATION OF INTEREST (**MBD 4**)

SCHEDULE 4: CERTIFICATE OF INDEPENDENT BID DETERMINATION (**MBD 9**)

SCHEDULE 5: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

SCHEDULE 6: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (**MBD 8**)

SCHEDULE 7: CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES (**MBD 10**)

SCHEDULE 8: FUNCTIONALITY ASSESSMENT 1

SCHEDULE 9: FUNCTIONALITY ASSESSMENT 2

SCHEDULE 10: COMPULSORY SITE VISIT/CLARIFICATION MEETING CERTIFICATE OF ATTENDANCE

### 2. **Other documents required for tender evaluation purposes**

a) Joint Venture Agreement (if applicable) - append to Schedule 5.

### 3. **Returnable Schedules that will be incorporated into the Contract**

SCHEDULE 12: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE DIHLABENG LOCAL MUNICIPALITY

SCHEDULE 13: RECORD OF ADDENDA TO TENDER DOCUMENTS

SCHEDULE 14: PREFERENCING SCHEDULE (**MBD 6.1**) **This form must be duly completed and signed? Is a CERTIFIED copy of the BBBEE certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?**

SCHEDULE 15: CERTIFICATE OF REGISTRATION WITH CIDB

SCHEDULE 16: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)(**MBD5**)

SCHEDULE 17: LETTER OF GOOD STANDING FROM COMPENSATION COMMISSIONER OR LICENSED COMPENSATION INSURER.

### 4. **C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**

### 5. **C1.2 Contract Data (Part 2)**

### 6. **C2.2 Bills of Quantities**

# DIHLABENG LOCAL MUNICIPALITY

## T2.2 RETURNABLE SCHEDULES

### NOTES:

Wherever the term 'bid' is used, it shall mean 'tender' or 'tender offer'.

Wherever the term 'bidder' is used, it shall mean 'tenderer' or 'tendering entity'.

Wherever the term 'bidding' is used, it shall mean 'tendering'.

**SCHEDULE 1****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:** .....

**Address of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, CRS number:** .....

**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 of service of the state**

Refer to Schedule 2

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

Refer to Schedule 2

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

**SIGNED ON BEHALF OF TENDERER:** .....



## SCHEDULE 2: AUTHORITY TO SIGN A BID

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

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

OR

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

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

### 2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a <b>CERTIFIED COPY</b> of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

## SCHEDULE 3

### DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state?<sup>1</sup> **YES / NO**
    - 3.8.1 If so, furnish particulars.  
.....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If so, furnish particulars.  
.....
- <sup>1</sup> MSCM Regulations: "in the service of the state" means to be –
  - (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces;
  - (b) a member of the board of directors of any municipal entity;
  - (c) an official of any municipality or municipal entity;
  - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - (e) an executive member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.
- <sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.
- 3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
  - 3.10.1 If so, furnish particulars.  
.....

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

3.11.1 If so, furnish particulars.

.....

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

3.12.1 If so, furnish particulars.

.....

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

3.13.1 If so, furnish particulars.

.....

.....

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

3.14.1 If so, furnish particulars.

.....

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

Full name	Identity Number	State Employee Number

#### 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

.....  
Capacity

.....  
Name of Bidder

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 4

### CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

#### DIHLABENG LOCAL MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

<sup>1</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name (print)**

.....  
**Name of firm**

---

*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*

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 5

### CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms ..... authorised signatory of the company,

close corporation or partnership ..... acting in the capacity

of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

#### Note:

A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 6

### DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

### CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 7

### CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES (MBD 10)

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

- (To be signed in the presence of a Commissioner of Oaths)

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

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

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

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

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

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

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

Signature	Position	Date

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at __, on this _____ day of __20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p align="center"><b>Apply official stamp of authority on this page:</b></p>
--	--

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 8 - FUNCTIONALITY SHEET 1

### ORGANISATIONAL STRUCTURE, PLANT AND EQUIPMENT LIST, CONTRACTORS EXPERIENCE,

Tenderers must attach to this page sufficient information in order to qualify for the points in respect of quality, the following information is required:

- Background / Organisation / Management / Years in practice.
- Fields of activity / expertise
- Staffing: The contractor must provide an organizational chart, listing the number and composition of the teams depicting number of workers in each team.
- The roles and responsibilities, of each key staff member should be set out as job descriptions
- The contractor should also list available plant and machinery. Where a tenderer does not own plant or machinery confirmation of availability must be provided for plant/machinery that will be hired.
- In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tender shall indicate on the schedule below all relevant projects that have been completed in their local office with completion dates in the past five years, or that are underway at present specifically. A brief description (less than 200 words) for each project listed in the table below must be appended to this schedule. Contact details for references must be provided.

#### CIDB GRADING: ..... CONTRACTORS EXPERIENCE:

TITLE	CONTRACT VALUE (VAT INCLUDED)	DURATION (FROM-TO)	DISCRIPTION OF WORKS	CLIENT	CONTACT REFERENCE AND PHONE NO

Signed on behalf of Tenderer: .....

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 9 - FUNCTIONALITY SHEET 2

### CONTRACTOR'S KEY PERSONNEL

This criteria relates to the education, training and experience of the key staff members / experts, in the civil engineering infrastructure fields, including both construction and maintenance. CV and certified qualifications and training certificates must be attached.

CIDB GRADING:.....

PROJECT MANAGERS , SITE AGENTS AND FOREMEN				
NAME	JOB TITLE	QUALIFICATIONS	TRAINING	NO OF YEARS RELEVANT EXPERIENCE

Attach additional pages if more space is required

SUPERVISORS, ARTISANS AND OTHER SKILLED STAFF				
NAME	JOB TITLE	QUALIFICATIONS	TRAINING	NO OF YEARS RELEVANT EXPERIENCE

Attach additional pages if more space is required

Signed on behalf of Tenderer: .....

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 10

### COMPULSORY SITE VISIT/CLARIFICATION MEETING – CERTIFICATE OF ATTENDANCE (N/A)

I / We\*, the undersigned, certify that I / we\* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we\* am / are\* submitting this Tender and have, as far as practicable, familiarized myself / ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my / our\* tender

Name and surname : .....

Capacity : .....

Name of firm : .....

Address : .....

.....

.....

Telephone no : ..... Fax no : .....

Date : .....

**SIGNED ON BEHALF OF TENDERER** : .....

By having this certificate signed by the Employer's Agent, it is certified that the Tenderer attended the compulsory site visit/clarification meeting at the details stated in Part T.1 Tender Notice and Invitation to Tender.

Date : .....

Name and surname : .....

**SIGNED: EMPLOYER OR EMPLOYER'S AGENT** .....

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 10

### AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE DIHLABENG LOCAL MUNICIPALITY

To: THE MUNICIPAL MANAGER, DIHLABENG LOCAL MUNICIPALITY

From: \_\_\_\_\_  
(Name of Tenderer)

### AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE DIHLABENG LOCAL MUNICIPALITY

The Tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager may reject the tender of the Tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Dhlabeng Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the Dhlabeng Local Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the Tenderer.

I, \_\_\_\_\_, the undersigned,

(full name in block letters)

hereby authorise the Dhlabeng Local Municipality to deduct the full amount outstanding by the Tenderer/Contractor or any of its directors/members/partners from any payment due to the Tenderer/Contractor.

\_\_\_\_\_  
Signature

**THUS DONE AND SIGNED** for and on behalf of the Tenderer/Contractor

at ..... on the.....day of .....20.....  
(PLACE) (DAY) (MONTH) (YEAR)

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 10

### 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:

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

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 11

### PREFERENCING SCHEDULE (MBD 6.1)

#### Preference points claim form in terms of the Preferential Procurement Regulations 2022

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, 2022.**

#### 1 GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (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 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.

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

	POINTS
<b>1.3.1.1 PRICE</b>	...80.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	...20.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4 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.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2 DEFINITIONS

- 2.1 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **"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;
- 2.3 **"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;
- 2.4 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us);

- 2.5 “**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;
- 2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of B-BBEE status level of contributor**” means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “**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;
- 2.10 “**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

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Volume. 689 4 November Number. 47452 2022).

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

##### POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

##### POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (c) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of Free State		12		
Within the boundaries of Dihlabeng municipality		14		
Historically Disadvantaged Individual		10		

#### 4. BID DECLARATION

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

#### 5. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

5.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 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 means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a sworn affidavit.)

#### 6. SUB-CONTRACTING

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

6.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? ..... %
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? **YES / NO**  
(delete which is not applicable)

6.1.2 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		
<b>OR</b>		
Any EME		
Any QSE		

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

7.1 Name of company: .....

7.2 VAT registration number: .....

7.3 Company registration number: .....

**7.4 TYPE OF COMPANY/ FIRM**

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

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**7.6 COMPANY CLASSIFICATION**

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

**7.7 MUNICIPAL INFORMATION**

Municipality where business is situated.....  
Registered Account Number .....  
Stand Number .....

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

7.9 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-BBEE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

In the event of a contract being awarded as a result of points claimed as shown in paragraph 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;

7.10 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

7.10.1 disqualify the person from the bidding process;

7.10.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

7.10.3 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;

7.10.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

7.10.5 forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

1. ....

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDER(S)</b></p>
--

DATE .....

ADDRESS .....

.....

.....

.....

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 12: CERTIFICATE OF REGISTRATION WITH CIDB

### CIDB Contractor Registration Certificate

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

*NB: Please note that no latecomers will be allowed.*

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

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 13: – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED) (MBD5)

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

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

# DIHLABENG LOCAL MUNICIPALITY

## SCHEDULE 14: – COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

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

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

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

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

#### NOTE:

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

# DIHLABENG LOCAL MUNICIPALITY

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## Part C1: Agreements and Contract Data

---

	<b>Pages</b>
<b>C1.1</b>	<b>Form of Offer and Acceptance (Agreement).....58 to 60</b>
<b>C1.2</b>	<b>Contract Data .....63 to 73</b>
<b>C1.3</b>	<b>Form of Performance Guarantee .....76 to 76</b>
<b>C1.4</b>	<b>Occupational Health and Safety Agreement.....79 to 78</b>
<b>C1.5</b>	<b>Protection of the Environment Declaration .....81</b>
<b>C1.6</b>	<b>Insurance Broker's Warranty ..... 82</b>



# DIHLABENG LOCAL MUNICIPALITY

## C1.1 FORM OF OFFER AND ACCEPTANCE

### C1.1.1 FORM OFFER (*Failure to complete and sign this form will invalidate the tender*)

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

#### **CONTRACT NO. TS 008/2025: UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY**

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

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

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

.....  
.....(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 the Conditions of Contract identified in the Contract Data.

#### **For the Tenderer:**

**Signature** (*of person authorized to sign the tender*) : .....

**Name** (*of signatory in capitals*) : .....

**Capacity** (*of signatory*) : .....

**Name of Tenderer** (organisation) : .....

**Address** : .....

: .....

#### **Witness:**

**Signature** : .....

**Name** (*in capitals*) : .....

**Date** : .....

#### **For official use.**

#### **INITIALS OF MUNICIPAL OFFICIALS AT TENDER OPENING**

1.

2.

3.

### C1.1.2 FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

Part C1:	Agreements and Contract Data (which includes this Agreement)
Part C2:	Pricing Data
Part C3:	Scope of Work

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

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

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

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

#### **For the Employer:**

**Signature** (of person authorized to sign the acceptance) : .....

**Name** (of signatory in capitals) : .....

**Capacity** (of signatory) : .....

**Name of Employer** (organisation) : DIHLABENG LOCAL MUNICIPALITY

**Address** : 9 Muller Street  
BETHLEHEM 9701

#### **Witness:**

**Signature** (of person authorized to sign the acceptance) : .....

**Name** (in capitals) : .....

**Date** : .....

### C1.1.3 SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER on award of a Work Assignment

#### Notes:

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

1 Subject	.....
Details	.....
	.....
	.....
	.....
2 Subject	.....
Details	.....
	.....
	.....
	.....
3 Subject	.....
Details	.....
	.....
	.....
	.....
4 Subject	.....
Details	.....
	.....
	.....
	.....

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

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

**FOR THE TENDERER:**

Signature : .....

Name (*in capitals*) : .....

Capacity : .....

Name and address of organisation : .....

: .....

: .....

Witness signature : .....

Witness name : .....

Date : .....

**FOR THE EMPLOYER:**

Signature : .....

Name (*in capitals*) : .....

Capacity : .....

Name and address of organisation : .....

: .....

: .....

Witness signature : .....

Witness name : .....

Date : .....

#### C1.1.4 CONFIRMATION OF RECEIPT

This form will be completed by ONLY THE SUCCESSFUL TENDERER on award of a Work Assignment

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day)  
of ..... (month)  
20 ..... (year)  
at ..... (place)

#### FOR THE TENDERER:

Signature : .....

Name (*in capitals*) : .....

Capacity : .....

Name and address of organisation : .....

: .....

: .....

Witness signature : .....

Witness name : .....

Date : .....

# DIHLABENG LOCAL MUNICIPALITY

## C1.2 CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

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

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

### C1.2.2 CONTRACT SPECIFIC DATA

#### C1.2.2.1 PART 1: DATA TO BE PROVIDED BY THE EMPLOYER (INCLUDING SPECIAL CONDITIONS OF CONTRACT)

Ref/Clause Number	Data
<b>1. GENERAL</b>	
1.1.1.1	<p><i>Re-word this sub-clause as follows:</i></p> <p>“agreed” means agreed by the Employer, or the Employer’s Agent acting on behalf of the Employer, and the Contractor.</p>
1.1.1.2	<p><i>Add the following after “Bill of Quantities”:</i></p> <p>“, also referred to as Schedule of Quantities,”</p>
1.1.1.13	<p>The Defects Liability Period, from the date of the issue of the Certificate of Completion, is: <b>Twelve (12) Months.</b></p>

# DIHLABENG LOCAL MUNICIPALITY

Ref/Clause Number	Data		
1.1.1.14	<p>The time available for achieving Practical Completion, from the Commencement Date is <b>will be stipulated in the appointment letter of each work assignment</b> inclusive of:</p> <ul style="list-style-type: none"> <li>the number of days referred to in Clause 5.3.2 below,</li> <li>the number of days referred to in Clause 5.3.3,</li> <li>non-working days referred to in Clause 5.8.1 below,</li> <li>special non-working days referred to in Clause 5.8.1 below.</li> </ul>		
1.1.1.15	<p>The name of the Employer is the <b>DIHLABENG LOCAL MUNICIPALITY</b>, represented by the Director: Infrastructure Services and/or such other person or persons duly authorised thereto by the Employer in writing, and is referred to in this Contract Document by the terms "Employer", "Dihlabeng Local Municipality" or "Council" as the context provides.</p>		
1.1.1.16	<p>Add the following:</p> <p>In instances where a Consulting Engineer has not been appointed as the Employer's agent. The Manager Roads and Stormwater will fulfil the role as Employers's Agent.</p>		
1.1.1.26	<p>The Pricing Strategy is by <b>Re-measurement Contract</b>.</p>		
	<p><i>Add the following Clauses after Clause 1.1.1.34:</i></p>		
1.1.1.35	<p><b>"Drawings"</b> means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.</p>		
1.1.1.36	<p><b>"Letter of Notification"</b> means the letters of formal notification (for placement onto the Municipality's Roads and Stormwater Contractor Panel) signed by the Employer, of the decision of the Municipality's Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderers Offers and no rights shall accrue.</p>		
1.2.1.2	<p>The address of the <b>Employer</b> is:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"> <u>Physical address:</u>            9 Muller Street            BETHLEHEM            9700         </td><td style="vertical-align: top;"> <u>Postal address:</u>            PO Box 551            BETHLEHEM            9700         </td></tr> </table> <p>The Employer is represented by:          PMU Coordinator          Ms Jane Mkontwane          Telephone: 083 346 9057          Email: <a href="mailto:nomakula09@gmail.com">nomakula09@gmail.com</a></p>	<u>Physical address:</u> 9 Muller Street BETHLEHEM 9700	<u>Postal address:</u> PO Box 551 BETHLEHEM 9700
<u>Physical address:</u> 9 Muller Street BETHLEHEM 9700	<u>Postal address:</u> PO Box 551 BETHLEHEM 9700		

Ref/Clause Number	Data
<b>2. BASIS OF CONTRACT</b>	
2.4.1	<p><i>Add the following to sub-clause 2.4.1:</i></p> <p>"In the event of any discrepancy between a part or parts of the Contract Document, the following sections will take precedence:</p> <ul style="list-style-type: none"> <li>i. The Form of Offer and Acceptance (C1.1)</li> <li>ii. Schedule of Deviations (C1.1.3)</li> <li>iii. Contract Specific Data (C1.2.2)</li> <li>iv. General Conditions of Contract 2015</li> <li>v. Drawings</li> <li>vi. Amendments to Standard Specifications (C3.4.2)</li> <li>vii. Standard Specifications (C3.4.1)</li> <li>viii. Bills of Quantities (C2.2)</li> <li>ix. Annexures (C4)</li> <li>x. Tendering Procedures and Returnable Schedules, Forms and Certificates. (T1 &amp; T2)." </li></ul>
<b>3. EMPLOYER'S AGENT</b>	
3.2.3	<p>Specific written approval from the Employer, is required before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract or Contract Data:</p> <ul style="list-style-type: none"> <li>a) Clause 3.3.1 Nomination of Employer's Agent's Representative</li> <li>b) Clause 3.3.4 Employer's Agent's authority to delegate</li> <li>c) Clause 5.8.1 Non-working times</li> <li>d) Clause 5.11.1 Suspension of the Works</li> <li>e) Clause 5.12.4 Acceleration instead of extension of time</li> <li>f) Clause 6.3 Variations</li> <li>g) Clause 6.11 Variations exceeding 15%</li> <li>h) Clause 10.1.5 Employer's Agent's ruling on Contractor's claim</li> </ul>
	<i>Add the following Clause after Clause 3.2.4:</i>
3.2.5	Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Employer's Agent (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.
<b>4. CONTRACTOR'S GENERAL OBLIGATIONS</b>	



Ref/Clause Number	Data
4.1.2	<i>Add the following to Clause 4.1.2:</i>
	The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
	<p>The Works shall include any work which is necessary to satisfy the Employer's Requirements, Contractor's Proposal and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.</p> <p>The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction and of all the Works.</p> <p>The Contractor shall, whenever required by the Employer's Agent, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer's Agent."</p>
	<i>Add the following Clause after Clause 4.3.2:</i>
4.3.3	<p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.</p> <p>Inter alia, the Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall always be available for inspection on Site and handed over to the Employer on Final Completion of the project</p> <p>An agreement is included in the Contract Document (Part C1.4 in Agreements and Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
4.4.1	<i>Add the following to Clause 4.4.1:</i>
	Any sub-contractor which contributed to the fulfilment of the required experience criteria, as part of the tender eligibility criteria, as defined under Clause F.2.1.1.3 – Part 1.2 – Tender Data, may only be replaced by sub-contractors during the Contract who have at least equal experience to those identified in Returnable Schedule 8 and 9 in Part T2.1 – Returnable Schedules, and will be subject to the approval and acceptance of the Employer.
	<i>Add the following Clauses after Clause 4.12.3:</i>
4.12.4	<p>Protection of the Environment</p> <p>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p> <p>The Contractor's attention is also drawn to the Environmental Specification in the Scope of Work.</p>

Ref/Clause Number	Data
4.12.5	As-built records
	<p>The Contractor shall prepare, and keep up-to-date, a complete set of 'as-built' records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Clause. Two copies shall be supplied to the Employer's Agent prior to the commencement of the Tests on Completion.</p> <p>In addition, the Contractor shall supply to the Employer's Agent as-built drawings of the Works, showing all Works as executed, and submit them to the Employer's Agent for review. The Contractor shall obtain the consent of the Employer's Agent as to their size, the referencing system, and other relevant details.</p> <p>The Works shall not be considered to be completed for the purposes of the issuing of the Completion Certificate under Clause 5.14.4 until the Employer's Agent has received these documents.</p>
<b>5. TIME AND RELATED MATTERS</b>	
5.3.1	<p>The documentation required before commencement with Works execution is:</p> <ul style="list-style-type: none"> <li>a) Health and Safety Plan (Refer to Clause PMD-8.3 in the Health and Safety Specification in Part C3.4 in the Scope Work)</li> <li>b) Initial programme (Refer to Clause 5.6)</li> <li>c) Security (Refer to Clause 6.2)</li> <li>d) Insurance (Refer to Clause 8.6)</li> <li>e) Occupational Health and Safety Agreement (Part C1.4 in Agreements and Contract Data)</li> <li>f) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 4.3)</li> <li>g) Protection of the Environment Declaration (Part C1.5 in Agreements and Contract Data)</li> </ul>
5.3.2	Documentation required before commencement with Works execution shall be submitted within <b>14 days</b> .
5.4.2	Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.
	<i>Add the following Clause after Clause 5.4.3:</i>
5.4.4	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
5.6.1	<p><i>Add the following to Clause 5.6.1:</i></p> <p>"The programme must be submitted in Gantt chart format. If applicable, expected interface dates with other contractors are to be shown. The Gantt chart should show the baseline and suitable milestones. The programme must clearly identify the critical path for completion of the Works."</p>

Ref/Clause Number	Data
5.8.1	The <b>non-working days</b> are Sundays.
	<p>The <b>special non-working days</b> are:</p> <p>a) All gazetted public holidays falling outside the year end break.</p> <p>b) The year-end breaks (all dates inclusive to the yearend breaks) commencing on or around 16 December and ending on or around 7 January.</p>
5.8.1	Delete the words “sunset and sunrise” and replace with “17:00 and 07:00”.
5.12.1	<p><i>Add the following to the end of Clause 5.12.1:</i></p> <p>“, but shall only be granted where it is also shown that a delay has occurred to the critical path of the approved programme referred to in sub-clause 5.6.3.”</p>

Ref/Clause Number	Data																								
.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. <u>Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions</u> and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</p> <table> <tr><td>January</td><td>2 days</td></tr> <tr><td>February</td><td>2 days</td></tr> <tr><td>March</td><td>3 days</td></tr> <tr><td>April</td><td>4 days</td></tr> <tr><td>May</td><td>8 days</td></tr> <tr><td>June</td><td>9 days</td></tr> <tr><td>July</td><td>9 days</td></tr> <tr><td>August</td><td>8 days</td></tr> <tr><td>September</td><td>5 days</td></tr> <tr><td>October</td><td>4 days</td></tr> <tr><td>November</td><td>2 days</td></tr> <tr><td>December</td><td>2 days</td></tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for above, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>	January	2 days	February	2 days	March	3 days	April	4 days	May	8 days	June	9 days	July	9 days	August	8 days	September	5 days	October	4 days	November	2 days	December	2 days
January	2 days																								
February	2 days																								
March	3 days																								
April	4 days																								
May	8 days																								
June	9 days																								
July	9 days																								
August	8 days																								
September	5 days																								
October	4 days																								
November	2 days																								
December	2 days																								
5.13.1	<p>The penalty for failing to complete the Works as per the individual scope of works will be determined separately for each work assignment ranging from a minimum of 3% per month per work package value.</p> <p><i>Insert the following after "actual date of Practical Completion":</i></p> <p>"... or, in the case of termination by the Employer in terms of Clause 9.2.1, the actual date of termination,"</p>																								
5.14.1	<p>The <b>requirements for achieving Practical Completion</b> will be determined by the Employer's Agent in consultation with the Contractor and Employer, but will as a minimum entail the following:</p> <ul style="list-style-type: none"> <li>• Full access to the completed works by the Employer.</li> </ul>																								

Ref/Clause Number	Data
5.14.5.1	<i>Amend Clause 5.14.5.1 as follows:</i>
	In the second line, replace the word "Guarantor" with the words "Contractor, who shall then be responsible for returning it to the Guarantor"
5.16.3	The latent defects period is <b>10 years</b> .
<b>6. PAYMENT AND RELATED MATTERS</b>	
6.2.1	<p>Delete the word "selected" and replace it with "stated".</p> <p>The security to be provided by the Contractor shall be a performance guarantee of <b>10%</b> of the Contract Sum. The performance guarantee shall contain the precise wording of the document included in Part C1.3 of the Contract Data: <b>Form of Performance Guarantee</b>, and it shall be issued by a financial institution approved by the Employer, as listed in the Annexure attached thereto.</p>
6.2.2	<i>Delete Clause 6.2.2 in its entirety.</i>
6.2.3	<p><i>Delete Clause 6.2.3 in its entirety and replace with the following:</i></p> <p>"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued."</p>
6.4	<p><i>Add the following to the end of the clause:</i></p> <p>"If the Employer's Agent requests prices or rates for extra or additional work, the Contractor shall supply the prices or rates for the work within fourteen (14) days of the request. If the Employer's Agent considers the prices or rates unreasonable he/she shall request the Contractor to revise these prices or rates immediately. Delays that arise as a result of the Contractor's failure to supply reasonable rates within the fourteen (14) days period shall be the responsibility of the Contractor.</p> <p>The prices or rates shall be accompanied by a fully detailed, complete break-down indicating mark-ups throughout and copies of suppliers/sub-contractors quotations shall be attached.</p> <p>On completion of the extra or additional work, and when the Contractor has made payment to his/her suppliers/sub-contractors, the Contractor shall supply the Employer's Agent with copies of <b>all</b> his/her suppliers/sub-contractors, invoices and receipts."</p>
6.5.1.2.3	The percentage allowance to cover overhead charges is <b>10%</b> .

Ref/Clause Number	Data
6.8.2	<p><i>Add the following to Clause 6.8.2:</i></p> <hr/> <p><b>Adjustment in rates and/or prices</b></p> <p>The contract price shall be subject to contract price adjustment in accordance with Clause 6.8: Adjustment in rates and/or prices.</p> <p>If special materials are specified in the Contract Data then the provisions of Clause 6.8.3 shall apply to such special materials.</p> <p>Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the contract price adjustment schedule with the values of base month.</p> <p>The base date for the purposes of calculating Contract Price Adjustment (CPA) shall be the month prior to the tender closing date.</p> <p>“L” is the “Labour index” and shall be the consumer price index for <b>Free State Province</b></p> <p>“E” is the “Equipment Index” and shall be the price index for “Plant and Equipment”, as published in the Statistical Release PO151.1 Table 4 the “Mining and construction plant and equipment price index”, of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering Material – Structures (Excl. Bitumen)”, as published in the Statistical Release PO151.1. Table 6 of the “Civil engineering material price indices” of Statistics.</p> <p>“F” is the “Fuel Index” and shall be the price Index for “Coal and petroleum products: Diesel”, as published in the Statistical Release PO142.1 Table 1 the “PPI for final manufactured goods”, of Statistics South Africa.</p> <p>Note: The contract price Adjustment factor shall be calculated to six decimal places.</p>
6.8.4	<p><i>Add the following to Clause 6.8.4:</i></p> <p>“Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.”</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: <b>80%</b> .
6.10.1.7	<p><i>Add the following after the words “Clause 5.13”:</i></p> <p>“or any other fines or penalties that become due under the Contract”</p>

Ref/Clause Number	Data
6.10.3	Delete the word "selected".
	<p><i>Add the following to Clause 6.10.3:</i></p> <p>"Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of <b>10%</b> of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted. Interest <u>will not</u> be paid on retention withheld by the Employer."</p>
6.10.4	<p><i>Add the following to the last sentence of Clause 6.10.4:</i></p> <p>"..., dated as at the date of delivery of the Contractor's statement to the Employer's Agent."</p> <p><i>Add the following to Clause 6.10.4:</i></p> <p>"Notwithstanding the above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2, and as described in the Scope of Work."</p>
<b>7. QUALITY AND RELATED MATTERS</b>	
7.5.1	<p><i>Add the following to Clause 7.5.1:</i></p> <p>"The Contractor shall give notice to the Employer's Agent at least 48 hours' notice for the inspection of the works."</p>
	<i>Add the following Clause after Clause 7.9.1:</i>
7.10	<p>The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Employer's Agent shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall be submitted to the Employer's Agent for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Employer's Agent, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p>
<b>8. RISKS AND RELATED MATTERS</b>	
8.6.1.1.2	The value of Plant and Materials supplied by the Employer to be included in the insurance sum is <b>R0.00 (Nil)</b> .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <b>R0.00 (Nil)</b> .
8.6.1.3	The limit of indemnity for liability insurance will be determined separately for each work assignment – the number of claims to be unlimited during the construction and defects liability periods.

Ref/Clause Number	Data
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:
	<p>a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.</p> <p>b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.</p>
	d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in Part C1.6 Insurance Broker's Warranty.
<b>9. TERMINATION OF CONTRACT</b>	
9.1.6	<i>Replace "and 9.1.3" with:</i> <i>", 9.1.3 and 9.1.7"</i>
	<i>Add the following Clause after Clause 9.1.6:</i>
9.1.7	<p>Death of Sole Proprietor/Member</p> <p>Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor's estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.</p>
9.2.1	<i>Delete "or" at the end of Clause 9.2.1.3.6 and add the following three Clauses after Clause 9.2.1.3.7:</i>
9.2.1.3.8	Has failed to provide the required insurances within the prescribed time,
9.2.1.3.9	Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract, or
9.2.1.3.10	Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.
<b>10. CLAIMS AND DISPUTES</b>	



Ref/Clause Number	Data
10.1.3.1	<i>Add the following sentence to the last sentence of this sub-clause 10.1.3.1:</i> <hr/> " <i>, but not more than 14 days after the occurrence.</i> "
10.5.1	Dispute resolution is to be by means of ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is: <b>Nil</b>
10.7.1	Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.
	<b>ADDITIONAL CONDITIONS OF CONTRACT</b> <i>Add the following Clause after Clause 10:</i>
11	Details to be confidential  The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

**C1.2.2.2****PART 2: DATA TO BE PROVIDED BY THE CONTRACTOR**

1.1.1.9	The legal name of the Contractor is:  .....  .....  .....
1.2.1.2	<p>The Physical address of the Contractor is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>The Postal address of the Contractor is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>The contract details of the Contractor is:</p> <p>Telephone: .....</p> <p>Fax: .....</p> <p>Email: .....</p>

# DIHLABENG LOCAL MUNICIPALITY

## C1.3 FORM OF PERFORMANCE GUARANTEE

### Pro Forma

#### TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: The Dihlabeng Local Municipality.

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: Contract No. **TS 008/2025: UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY.**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.

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

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

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: The date of issue by the Employer's Agent of the Certificate of Completion of the Works.

#### CONTRACT DETAILS

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

#### PERFORMANCE GUARANTEE

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

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

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

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

# DIHLABENG LOCAL MUNICIPALITY

## C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

### TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

#### AGREEMENT MADE AND ENTERED INTO BETWEEN THE DIHLABENG LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

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

#### **IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.**

I, ....., representing

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

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

COID ACT Registration Number: .....

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

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

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

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

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

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

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatar**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
Dihlabeng Local Municipality

## **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

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

# DIHLABENG LOCAL MUNICIPALITY

## C1.5 PROTECTION OF THE ENVIRONMENT DECLARATION

### TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

The Contractor will not be given right of access to the Site until this form has been signed

**CONTRACT NO.: TS 008/2025**

**CONTRACT TITLE: UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY**

I/ we, .....{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Materials items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
  - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
  - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed .....  
CONTRACTOR

Date.....



# DIHLABENG LOCAL MUNICIPALITY

## C1.6 INSURANCE BROKER'S WARRANTY

### TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

Pro Forma

Logo

*Letterhead of Contractor's Insurance Broker*

Date .....

DIHLABENG LOCAL MUNICIPALITY  
PO Box 551  
BETHLEHEM  
9700

Dear Sir

CONTRACT NO.: **TS 008/2025**

**CONTRACT TITLE: UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY**

NAME OF CONTRACTOR:

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the DIHLABENG LOCAL MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_

# DIHLABENG LOCAL MUNICIPALITY

## Part C2: Pricing Data

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<b>C2.1 Pricing Assumptions .....</b>	<b>74 to 75</b>
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# DIHLABENG LOCAL MUNICIPALITY

## C2.1 PRICING ASSUMPTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the Contract that the tenderer has taken into account when developing his prices.

1. All rates to exclude VAT. (Vat will be added when an individual assignment is compiled).
2. The method of measurement published by the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities are applicable
3. Measurement and payment shall be in accordance with the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, subject to the variations and amendments contained in the section. Should any requirements of the measurement and payment clause of the applicable COLTO Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the COLTO Standardised Specification or Scope of Work, as applicable, shall prevail.
4. The rates and / or prices submitted and stated in the Pricing Data shall be final and binding throughout the period of the Contract. Where the tenderer has stipulated conditions tied to a submitted rate, and the condition results in a variance in the rate, the rate will be deemed null and void. Contract Price Adjustment and Rise is applicable as well as Rise and Fall on bituminous items.
5. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:
  - i. **Unit:** The unit of measurement for each item of work as defined in the Standard Specifications.
  - ii. **Quantity:** The number of units of work for each item.
  - iii. **Rate:** The agreed payment per unit of measurement.
  - iv. **Amount:** The product of the quantity and the agreed rate for an item.
  - v. **Lump sum:** An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
  - vi. **Provisional sum:** An amount provided for work the scope and/or the necessity of which is undecided and which will be dealt with in accordance with clause 6.6.1 of the General Conditions of Contract.
  - vii. **Prime cost sum:** An amount provided to cover the cost price of certain goods, services or materials in accordance with clause 6.6.2 of the General Conditions of Contract.

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	mega newton
MN.m	=	mega newton-metre
MPa	=	mega pascal
No.	=	number
Prov sum	=	Provisional sum

PC sum =	Prime Cost sum
R/only =	Rate only
sum =	lump sum
t =	ton (1000 kg)
W/day =	Work day

6. The quantities set out in the Bills of Quantities are indicative of a medium sized Work Assignment / Package / project, but the Contractor will be required to undertake whatever quantities may be directed by the Employer or his agent. The Contract Price for a completed Work Assignment / Package / project shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices. Quantities listed will vary for smaller or larger Work Assignment / Packages.
7. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
8. The rates in the Bill of Quantities are to be fully inclusive rate for the work described under the several items. Such rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable rates 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. Rates submitted are applicable to all areas falling within the Dihlabeng Municipal Area.
9. Unless otherwise stated, items are measured net in accordance with final and actual quantities used with no allowance made for waste.
10. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage;  
The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
11. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
12. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
13. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities.
14. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities.
14. The base date for the purposes of calculating Contract Price Adjustment (CPA) shall be the month before the tender closing date.
15. Due to CIDB requirements, tenderers are to price work in line with CIDB tender value range.
16. Note that the Municipality reserves the right to reduce the value of Work Assignment / Package so that the value of the work package is in line with the approved or amended municipal budget.

C2.2	BILLS OF QUANTITIES
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**NOTE: RATES ARE EXCLUSIVE OF VAT.**

## **SECTION1: PRELIMINARY & GENERAL**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SABS 1200A	SECTION 1: PRELIMINARY & GENERAL				
1.1		<b>FIXED-CHARGE ITEMS</b>				
1.1.1	8.3.1	Contractual Requirements	Sum	1.00		
		<b>Facilities for Engineer (SANS 1200 AB)</b>				
1.1.3		i) Furnished Offices	Sum	1.00		
1.1.4		ii) Telephone	Sum	1.00		
1.1.5		iii) Nameboards	Sum	1.00		
1.1.6		iv) Surveying assistant and equipment	Sum	1.00		
		<b>Facilities for Contractor</b>				
1.1.7		i)Offices and Storage sheds	Sum	1.00		
1.1.8		ii)Ablution and latrine facilities	Sum	1.00		
1.1.9	8.3.2	iii) Accommodation and facilities for site meetings	Sum	1.00		
1.1.10		iv) Tools and equipment	Sum	1.00		
1.1.11		vi) Water supply, communication and electric power	Sum	1.00		
1.1.12		a) Access (Subclause 5.8)	Sum	1.00		
1.1.13		vii) Dealing with water (Subclause 5.5)	Sum	1.00		
1.1.14		viii) Plant (Designated plant/ Designated use)	Sum	1.00		
1.1.15	8.3.3	Other fixed-charge obligations	Sum	1.00		
1.1.16	8.3.4	Removal of site establishment	Sum	1.00		
1.1.17		Compliance with Health and Safety Construction Regulation-	Sum	1.00		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
1.2	8.4	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	Sum	1.00		
	PS AB 8.3.2.1	Facilities for Engineer				
1.2.2	PSA3.3	i) Finished Offices	Months	3.00		
1.2.3		Attendance, Handling cost and profit in respect to item 1.2.3	%	0.00		
1.2.4		ii) Printer (Canon PIXMA G6040 3-in-1 Continuous Ink Printer, in good working condition.)	Months	3.00		
1.2.5		iii) Telecommunication and data (minimum 1G per month)	Months	3.00		
	8.4.2.2	Operate and maintain facilities on site for Contractor for duration of construction:				
1.2.6		i) Offices & storage sheds	Months	3.00		
1.2.7		ii) Toilet facilities	Months	3.00		
1.2.8		iii) Accommodation and facilities for site meetings	Months	3.00		
1.2.9		iv) Plant and tools	Months	3.00		
1.2.10		v) Water supply, communication and electric power	Months	3.00		
1.2.11		vi) Dealing with water	Months	3.00		
1.2.12	8.4.3	Supervision for duration of construction	Months	3.00		
1.2.13	8.4.4	Company Head Office overhead cost	Sum	1.00		
1.2.14	PS A 8.4.6	Compliance with Health and Safety Act of 2003 and	Months	3.00		
1.2.15	PS A 8.4.7	Compliance with Environmental requirements	Months	3.00		
		COMMUNITY PARTICIPATION				
1.2.16		Community Liaison Officer, rate include R200 for airtime	Months	4.00		
		Handling fee for Community Liaison Officer	%			
Total Carried Summary						

## SECTION 2: SOCCER FIELD

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION 3: SOCCER FIELD				
2.1		<u>TEMPORARY WORKS</u>				
	SANS 1200A	GENERAL				
	PSA 5.4	Relocation and protection of existing services				
2.1.1.		a) Relocation and Protection of Existing Services	Prov Sum	1		
	8.8.4	Existing Services				
2.1.2		a) Excavate by hand in soft material to expose existing	m³	20.0		
2.2		<u>EARTHWORKS, LANDSCAPING &amp; SPORTS FIELITEMS</u>				
	SANS 1200L	IRRIGATION SYSTEM				
2.2.1		Installation of the new irrigation system to the soccer field.	Prov Sum	1		
2.2.2		Handling cost of irrigation system	%	R -		
		<u>Borehole:</u>				
2.3		Drilling of a new borehole	Prov Sum	1		
2.3.1		Equipping the borehole (casing and installing a pump) and connecting to the existing line	Prov Sum	1		
2.3.2		Testing of the equipped borehole	Prov Sum	1		
		Supply and install 1x10000l elevated jojo water storage tank	No	1		
2.3.3		Connect 1x10000l elevated jojo storage tanks to irrigation system including excavation, pipes, bedding and backfillinh	No.	1		
2.3.4						
Total Carried Forward						

## SECTION 2: SOCCER FIELD

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
		Water supply:				
2.3.5	PS A 8.5 (c)	(v) Testing and re-establishing of the existing municipal water connection point. To include drilling of new borehole	Prov Sum	1.0		
2.4	SANS 1200D	<b>EARTHWORKS</b>				
2.5		<b>PAINT MARKING</b>				
2.5.1		Soccer line markings (x 2) to international standards using	m	965		
2.6		<b>SPORTS FIELD UTILITIES</b>				
2.6.1		Supply and install synthetic soccer netting strengthened against radiation with factory warranty of 5 years. For each goal posts.	No.	2		
2.7		<b>FENCING</b>				
2.7.1		Removal and replacing of existing entrance gate for the sports facility: Steel gate, light grey colour paint	No	3		
		Removal and replacing of existing entrance gate for the soccer field: Clearview gate, green colour paint.	No	1		
2.7.2		Supply and install new RC palisade panels to match existing panels (130x130x1820mm) on site	No.	150		
2.8		<b>GRAND STANDS</b>				
		<u>Preparations:</u>				
2.8.1	SANS	Repair cracks in grand stand embankment seating with crack sealant to be approved by Engineer.	m <sup>2</sup>	300		
		Preparing existing painted surface to receive new paint	m <sup>2</sup>	300		
Total Carried Forward						



## SECTION 2: SOCCER FIELD

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
		<u>Paintwork:</u>				
2.8.2		Primer (270 + 30% for posts) including one coat of Zinc phosphate alkalyd primer, (35 microns dft).	m <sup>2</sup>	300		
2.8.3		First coat, with enamel (alkalyd enamel) to 30 microns dft. Colour to match existing: Light grey paint colour	m <sup>2</sup>	300		
2.8.4		Final coat, with enamel (alkalyd enamel) to 30 microns dft. Colour to match existing:Light grey paint colour	m <sup>2</sup>	300		
		<u>Alteration:</u>				
2.8.5		Installation of plastic/polypropylene seats (shells) :Durable, UV-treated and weather-resistant with drainage holes. Floor-mounted directly to the concrete structure.	No	600		
2.9		<b>PAVILION STEEL STANDS</b>				
		<u>Paintwork for 5x5 steel stand:</u>				
2.9.1		Primer (270 + 30% for posts) including one coat of Zinc phosphate alkalyd primer, (35 microns dft).	No	10		
2.9.2		First coat, with enamel (alkalyd enamel) to 30 microns dft.	No	10		
2.9.3		Final coat, with enamel (alkalyd enamel) to 30 microns dft.	No	10		
Total Carried Summary						

## SECTION 3: COMBICOURTS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION 3: COMBICOURTS				
3.1		<b>TEMPORARY WORKS</b>				
	<b>SANS 1200A</b>	<b>GENERAL</b>				
	PSA 4	Relocation and protection of existing services				
3.1.1		a) Relocation and Protection of Existing Services	Prov Sum	1		
	8.8.4	Existing Services				
3.1.2		a) Excavate by hand in soft material to expose existing	m <sup>3</sup>	5.0		
3.2	<b>SANS 1200C</b>	<b>SITE CLEARANCE</b>				
3.2.1	PS C 8.2.1	Clear and grub 1.5 m strip around existing courts	m <sup>2</sup>	90.00		
3.2.2	PSC 2	Remove and dispose off existing perimeter fence.	m	110		
3.2.3	PSC 2	Remove and dispose off poles in combicourt.	No	4		
3.2.4		Reducing of the court surfaces by 25mm, opening of deep cracks. Includes any grass removal, sparying of weed killer, labour and any other required items.)	m <sup>2</sup>	512		
3.3		<b>REFURBISHMENT OF EXISTING COMBI COURT</b>				
		<u>Conversion to Four Sporting Codes (i.e. Netball, Basketball and Tennis)</u>				
3.3.1		Supply and install diamond mesh fence to match existing (Incl. all required material, binding wires)	m	110		
3.3.2		Supply and installation of slurry seal (SS60 amionic stable , approximately 2 x 210 liters) in two layers, with white fiber (25 kg), 1 x 210 liters of barramastic with concrete mix, plaster and river sand. To be installed to amnufacturer's specifications including.	m <sup>2</sup>	512		
3.3.3		Supply and installation of barracote maroon oxide (approximately 2 x 25 kg), barracote green (approximately 2 x 25 kg), DM4 court glue (2 layers per coulour).	m <sup>2</sup>	512		
3.3.4		Implementing of combi court line markings.	m <sup>2</sup>	512		
Total Carried Forward						

### SECTION 3: COMBICOURTS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.3.5		Supply and installation of removable tennis poles (painted green), with synthetic netting with hooks, center abnd and winders	No	2		
3.3.6		Supply and installation of removable and interchangeable basketball/netball poles with netting, hoops and back boards (poles painted in green)	No	2		
3.3.7		Supply and intsall 1.8m high by 1m wide entrance gate  Apron around the Basketball, Netball and Tennis	No.	1		
3.3.8		Backfilling around the Basketball, Netball and Tennis combicourt apron	m <sup>3</sup>	6		
Total Carried Summary						

## SECTION 4: CHANGE ROOMS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION 4: CHANGE ROOMS				
4.1		<b>RE-INTATEMENT OF PAINTWORK</b>				
		GENERAL				
4.1.1		Interior wall:	m <sup>2</sup>	200		
4.2		<b>CEILING</b>				
4.2.1		Remove and dispose off the damaged ceiling panels	No	50		
4.2.2		Supply and install new ceiling panels (incl. cornish, etc)	No	50		
4.3	<b>M 16</b>	<b>DOORS</b>				
4.3.1		Supply and install new Meranti FLB Stable doors with locks. 813mm wide x 2032mm high. (includes all required material, cutting to size, safe installation, painting of the door and repainting of the door frames)	No.	10		
4.3.2		Supply and install new DBL Meranti FLB Stable door with locks. 2400mm wide x 2032mm high. (includes all required material, cutting to size, safe installation, painting of the door and repainting of the door frames)	No.	3		
4.4		<b>LOCKERS</b>				
4.4.1		Supply and Install 3-Door( Three Tier) 1800mmx 300mmx 450mm steel lockers	No	20.0		
4.5		<b>ELECTRICAL</b>				
4.5.1		Allow for testing and fixing electrical features, including wiring, lighting, labour etc.	Prov Sum	1.0		
Total Carried Summary						

## SECTION 5: OUT DOOR FACILITIES

[illegible]

# SUMMARY PAGE

**UPGRADING AND REFURBISHMENT OF MASHAENG FOURIESBURG SPORTS FACILITY  
TENDER BOQ**

SUMMARY OF SECTIONS		
SECTION	DESCRIPTION	AMOUNT R
1	PRELIMINARY & GENERALS	R
2	SOCCER	R
3	COMBI COURTS	R
4	CHANGES ROOMS	R
5	OUTDOOR FACILITIES	R
Total Carried Forward To Summary Of Schedules (Excl. Contingency)		R -
Add 5% Contingengy		R -
Total Carried Forward To Summary Of Schedules (Incl. Contingency)		R -
VAT (15%)		R -
TOTAL INCLUDING VAT		R -

## Part C3: Scope of Work

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C3.1 Description of the Works .....	87
C3.2 Construction Work Specifications .....	92

## C3.1 Description of the Works

### CONTENTS

1. EMPLOYER'S OBJECTIVES
2. OVERVIEW OF THE WORKS
3. EXTENT OF THE WORKS
4. CONTRACTOR'S CAMP SITE, POWER SUPPLY AND SERVICES
5. CONSTRUCTION IN CONFINED AREAS
6. WATER FOR CONSTRUCTION PURPOSES
7. WAYLEAVES AND PERMITS
8. EXISTING SERVICES
9. ACCOMMODATION OF TRAFFIC
10. UNBUNDLING OF MUNICIPAL INFRASTRUCTURE ASSETS

#### 1 EMPLOYER'S OBJECTIVES

The Employer's objective is to refurbish the Mashaeng Fouriesburg Sports Facility to a higher standard and be able to serve the Mashaeng Community and nearby schools. The refurbishment of this sports facility will benefit the community of Mashaeng and serve sporting, psychological and physical needs of all age groups and also those who are physically challenged.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

#### 2 OVERVIEW OF THE WORKS

##### 2.1 General Description

This tender involves upgrading and refurbishment of the Mashaeng Fouriesburg Sports Facility for the Dihlabeng Local Municipality.

A general description for each Work Assignment / Packages will be provided for in a Works Project Specification.

General work items under this contract shall include any one or more of the following:

- i) Refurbishment of combi courts for Basketball, tennis and netball
- ii) Fixing and spray painting the existing fence for combi courts
- iii) Replace of damaged palisade fence
- iv) Change of existing gates.
- v) Installation of 600 stadium seats
- vi) Painting of 10 x pavilion steel stands
- vii) Changing of ceiling in the dressing rooms
- viii) Installation of lockers in the changing rooms
- ix) Installation of grass irrigation system
- x) Drilling of borehole
- xi) Erect elevated tank for water storage with pressure pump
- xii) Installation of outdoor gym equipment
- xiii) Changing of existing doors

##### 2.2 Boundaries of the site

The successful tenderer(s) will be required to work in road reserve, within the boundaries of the Dihlabeng Municipal Area. The construction areas will be pointed out by the authorized Municipal Official as and when required.



## **2.3 Occupation of the site**

Access to the site will be given to the Contractor on the Commencement Date of a Work Assignment / Package.

The site of the works is on public open space and public roads, which will remain in use during the course of the work. No road may be closed and traffic shall be accommodated as shown on the drawings.

## **3. EXTENT OF THE WORKS**

The location and extent of works for each Work Assignment / Package will be provided. Work that is to be carried out under the contract is as provided for in the bill of quantities. However, if during the course of construction conditions are found to differ from those anticipated, the Municipality reserves the right to modify the extent of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the rates tendered for appropriate items listed elsewhere in the schedule of quantities or in the absence of such rates, as extra work.

The work to be undertaken by the Contractor shall include the following:

### **General:**

- i) The establishment on site of the Contractor's campsite.
- ii) The supply of plant, labour, tools, equipment and materials necessary to complete the work.
- iii) Setting out of the works.
- iv) Traffic accommodation.

### **Refurbishment Works :**

The refurbishment of the sports facility included under this contract consists mainly of the following:

- i) Refurbishment of combi courts for Basketball, tennis and netball
- ii) Fixing and spray painting the existing fence for combi courts
- iii) Replace of damaged palisade fence
- iv) Change of existing gates.
- v) Installation of 600 stadium seats
- vi) Painting of 10 x pavilion steel stands
- vii) Changing of ceiling in the dressing rooms
- viii) Installation of lockers in the changing rooms
- ix) Installation of grass irrigation system
- x) Drilling of borehole
- xi) Erect elevated tank for water storage with pressure pump
- xii) Installation of outdoor gym equipment
- xiii) Changing of existing doors

## **4. CONTRACTOR'S CAMP SITE, POWER SUPPLY AND OTHER SERVICES**

The Municipal will identify an area that can be used as a camp site. For minor works a campsite shall be fenced off and comprise of a sheltered area that can be used by workers as a rest area, a mobile toilet and an area to stockpile materials. For all other works a campsite shall be fenced off and comprise of a container (to be utilized contractors office), ablution facilities, a sheltered area for workers and an area to stockpile materials. The Contractor is responsible for making all the necessary arrangements for the acquisition, establishment and subsequent removal and reinstatement of his camp site. He is responsible for ensuring that the requirements of the relevant land owner and all competent authorities having powers of sanction over the area on which the camp site is established are met. The final location and layout of the camp site shall be approved by the Municipality before establishment commences.

The contractor shall make his own arrangements concerning the provision of water, electricity and other services for the campsite and office facilities.

No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

## **5. CONSTRUCTION IN CONFINED AREAS**

It will be necessary for the Contractor to work within confined and restricted areas. No additional payment will be made for work done in such areas, despite indications to the contrary in the Standard Specifications.

## **6. WATER FOR CONSTRUCTION PURPOSES**

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

## **7. WAYLEAVES AND PERMITS**

The Contractor shall be responsible for ensuring that he obtains all wayleaves and permits from the relevant service authorities for working over, under or near services. In order to facilitate such approval the Employer will provide all available details, plans and drawings of the services on the site to the Contractor. The Employer will assist the Contractor to obtain necessary wayleaves, however this will not limit the Contractor's obligations in terms of the Contract, to comply with the provisions or by-laws of any local statutory body.

## **8. EXISTING SERVICES**

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

Any details of existing services shown on drawings may not be accurate therefore, where required, the Contractor shall arrange with authority concerned to point out services on site.

The Contractor shall locate all known services and safeguard any existing services or works he locates or may encounter during construction. The Contractor shall obtain clearance from the authority concerned before commencement of work in the proximity of the existing services.

The Contractor shall be responsible for any damage to such existing services or existing works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required or damages incurred.

The Contractor shall be responsible for immediately notifying the Employer and the authorities concerned regarding and damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safeguarding of any public service.

The Contractor is not permitted to cut off and roots from protected vegetation or tree roots which may cause the trees to become unstable, before consulting the local Green Services authority.

The Contractor shall assume full responsibility where any person in his service either directly or indirectly causes and damage to known services. The Contractor shall bear the cost of repair of any such damage.

## **9. ACCOMMODATION OF TRAFFIC**

Work, including the erection and removal of traffic control facilities, shall be executed, where possible, between sunrise and sunset on Mondays to Saturday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Saturday, inclusive. The existing number of lanes for each traffic movement affected by construction shall not be reduced without the written authorization of the Employer.

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

Failure to maintain road signs, warning signs or flicker lights, ect, in good condition shall constitute ample reason for the Employer to bring the works to a stop until the road signs, etc, has been repaired to his/her satisfaction.

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

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

The traffic shall be accommodated on the existing surfaced carriageway and shoulders. No bypasses or temporary deviations shall be constructed. Accommodation of traffic will generally be carried out by closing off one lane of traffic at a time and accommodating the traffic on the other lane(s). During non-working days and the December - January break, the contractor will be required to shut down normal construction activities and ensure that the total surfaced width is available to public traffic. Only emergency work will be allowed. Where necessary, the traffic safety officer will be required to patrol during these non-working periods and ensure that all temporary traffic-control facilities are in place and functional. The accommodation of traffic team will be required to be on standby.

The penalty, for each incident or event that deviates from the approved Traffic Accommodation Plans, shall be separately determined for each Work Assignment / Package.

## **10. UNBUNDLING OF MUNICIPAL INFRASTRUCTURE ASSETS**

The unbundling or componentization of the Property, Plant and Equipment (PPE) assets is required to update the Fixed Asset Register (FAR) as well as for effective asset maintenance and provision of services. The FAR will annually be updated for all assets and components. All new assets to be recorded on the FAR would have to be unbundled into its constituent components and all components be recorded on the FAR under the parent asset. The unbundling of primary assets into secondary components will be to a level that is sufficient for GRAP 17 compliance. Generally, the componentization of the PPE assets will be based on the component value, type of component (civil, electrical & mechanical) as well as anticipated lifespan of the component.

The unbundling of projects may only commence once the project is complete, all cost is known, including retention fees, and the following documents are available:

- Final bill of quantities;
- As-built plans;
- Completion certificate; and
- Final payment certificate.

All capital expenditure per project or per capital suspense must be verified in order to ensure that the total expenditure on a project is included, that is professional fees, actual cost, retention fees and all other relevant expenditure.

Once the final cost is determined, then the unbundling of the project commences. The total project cost should be broken down to a component level.

The following information should be provided for each component of the capital asset once the project has been unbundled:

- Asset description;
- Original cost;
- Capital suspense account;
- WIP Asset code;
- Expected useful life;
- Acquisition date (Equal to the date of last expenditure, except retention);
- Start depreciation date;
- Asset Class as per Asset hierarchy

All unbundled capital assets must be captured spatially by geo referencing it in ESRI or Arcmap or a compatible spatial program. In doing so the replaced or upgraded capital assets must be identified.

When a replacement or upgrade is identified, the following information must be provided, the asset code, the portion in units that is replaced or in the case of a complete replacement an indications to this extend.

The GIS layer for as-built plans must be updated independently for the capital asset register layer.

All information must be made available in electronic format to the Asset and IT section



## C3.2 Construction Work Specifications

### PART A: STANDARD SPECIFICATIONS

Although not bound in nor issued with this document, relevant Standardised Specification for Civil Engineering Construction (SANS) 1200 / 2100 and (a) Department: Sport and Recreation - Norms and Standards for Sport and Recreation infrastructure Provision and Management. Volume 2 ± Technical Specifications as detailed in the Bill of Quantities / Schedule of rates, shall apply

### PART B: VARIATIONS TO STANDARDIZED SPECIFICATIONS AND ADDITIONAL CLAUSES

#### **B1230 SITE SECURITY**

The contractor shall carefully assess the security measures of whatever nature that may be required at the location of the site offices and the site of the works. No direct payment for security measures shall be made and the contractor shall make adequate provision in his tendered rates for all measures, including insurances, deemed necessary by him to safeguard his staff and that of the Engineer, his plant, materials and equipment, the offices of the Engineer complete with furniture, equipment and personal belongings, and to prevent disruption of the works by criminals. No claims in this regard will be entertained.

### **SECTION 1300 CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL**

#### **OBLIGATIONS B1302 GENERAL REQUIREMENTS**

(a) Camps, constructional plant and testing facilities

- *Add the following to the first paragraph*

The Municipality will identify an area that can be used as a camp site. For minor works a campsite shall be fenced off and comprise of a sheltered area and mobile toilet. For all other works a campsite shall be fenced off and comprise of a container (contractors office), ablution facilities, a sheltered area for workers and an area to stockpile materials.

(c) Legal and contractual requirements and responsibilities to the public

*Add the following as a second paragraph*

"There has been recent legislation promulgated by Government that imposes mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications:

(i) Part C of C3.4 Construction of the Scope of Works contains the environmental management plan for this project. Its provisions regulate the contractor's construction methods to ensure responsible conduct and treatment of the environment relevant to the project. No separate payment mechanism has been made

available for the contractor to allow for his compliance with relevant environmental legislation. Separate payment items are included in these provisions. However, non-compliance with these provisions may lead to the imposition of penalties.

(ii) Part D of C3.4 Construction of the Scope of Works contains provisions that regulate the contractor's construction methods for compliance with Government's initiatives towards the use of local labour in construction, black economic empowerment and the use of targeted enterprises and labour (local resources). Separate pay items for labour obligations and training are included in these provisions. However, non-compliance with these provisions may lead to the imposition of penalties.

(iii) Section G of C3.4 Construction of the Scope of Works contains the specification that regulates the contractor's construction methods so far as to ensure health and safety of his employees and of the public. Separate new pay item(s) are included in these provisions to allow the contractor to make separate provision for the cost of health and safety measures during the construction process."

#### **B1303**

#### **MEASUREMENT AND PAYMENT**

"The tendered rate will be paid monthly, pro rata for parts of a month from the commencement date of the contract in terms of clause 5.2 of the general conditions of contract, until the due completion date as defined in clause 1.1.1.14 of the general conditions of contract, provided that –

## PART C: SECTION C1000: ENVIRONMENTAL MANAGEMENT

This section covers the methods by which proper environmental controls are to be implemented by the contractor. The provisions of this Environmental Management Programme (EMP) are binding on the contractor during the construction period and the defects liability period of the contract. This project specification shall be read in conjunction with all the documents that comprise the contract documents for this contract. In the event that any conflict occurs between the terms of the EMP or the environmental authorisation (if applicable), and the other project specifications, the terms herein shall prevail. The EMP covers 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 and actions that shall be taken in the event of non-compliance.

### **1002 DEFINITIONS**

**(a) Alien Species:** (a) a species that is not an indigenous species; or (b) an indigenous species translocated or intended to be translocated to a place outside its natural distribution range in nature, but not an indigenous species that has extended its natural distribution range by natural means of migration or dispersal without human intervention as set out in the National Environmental Management: Biodiversity Act (Act No. 10 of 2004).

**(b) Construction Activity:** a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process.

**(c) Environment:** environment means the surroundings within which humans exist and that could be made up of - (i) the land, water and atmosphere of the earth;  
(ii) micro-organisms, plant and animal life;  
(iii) any part or combination of (i) and (ii) and the interrelationships among and between them; and  
(iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

**(d) Environmental Aspect:** an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

**(e) 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 within the road width and limits that define the construction site. An impact may be the direct or indirect consequence of a construction activity.

**(f) Environmental Authorisation (EA):** an EA is a written decision from the Department of Environmental Affairs, (DEA), that records its approval or disapproval 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.

## **C1003 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, and emission of pollutants, soil erosion, deformation or destruction of environment. 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 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 clause 5.6 of the general conditions of contract and clause B1204 of the project specifications.

Construction according to best industry 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

## **C1004 LEGAL REQUIREMENTS**

### **(a) General**

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 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 other project specifications then the latter shall prevail.

### **(b) Statutory and other applicable legislation**

It is expected that the contractor is conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

## **C1005 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.

### **(b) Administration**

Before the contractor begins each construction activity the DEO shall give to the Engineer a written statement setting out the following:

- (i) The type of construction activity.
- (ii) Locality where the activity will take place.
- (iii) Identification of the environmental aspects and impacts that might result from the activity.
- (iv) Methodology for impact prevention for each activity and associated aspects.
- (v) Methodology for impact containment for each activity and associated aspects.
- (vi) Emergency/disaster incident and reaction procedures.



(vii) 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/or at least once during the contract that the approved measures and procedures function properly.

The contractor shall comply with the requirements of clause 1217 of the COLTO Standard Specifications for Roads and Bridges and clauses 8.1.2 and 5.15.1 of the general conditions of contract with regard to responsibility and care for / preservation of the environment.

#### **C1006 TRAINING**

##### **(a) Designated Environmental Officer (DEO)**

The designated environmental officer (DEO) must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management to all personnel involved in the contract.

##### **(b) Employees**

The contractor shall ensure that adequate environmental training takes place and all employees are given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. Environmental awareness training should, as a minimum, include the following:

- (i) The importance of conformance with all environmental policies
- (ii) The environmental impacts, actual or potential, of their work activities;
- (iii) The environmental benefits of improved personal performance;
- (iv) Their roles and responsibilities in achieving conformance with the environmental policy, procedures and management systems, including emergency preparedness and response requirements;
- (v) The potential consequences of departure from specified operating procedures; and
- (vi) 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 intends concluding its environmental training obligations.

#### **C1007 ACTIVITIES/ASPECTS CAUSING IMPACTS**

A list of possible causes of environmental impacts that occur during construction activities is given in table 7/1: Activities and associated aspects that cause environmental impacts during construction activities, which is to be found at the end of this section. This list is not exhaustive, and shall be used for guideline purposes only.

#### **C1008 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES**

##### **(a) Site establishment**

###### **(i) Site plan**

In accordance with subclause 1302(a) of the COLTO Standard Specifications the contractor shall establish his construction camps, offices, workshops 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 camp site shall be selected with due regard to the environment and sensitive areas. The site offices should not be sited in steep areas, as this will increase soil erosion. Preferred locations would be on flat areas. The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, refuse, sewage and workshop-derived effluents. It is also recommended that the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course, stream or river 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 prior to the start of construction. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the Engineer for consultation during rehabilitation of the site.

**(ii) Vegetation**

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, same specie indigenous trees as previously existing in the area shall be re-established. Section 5800 of the COLTO Standard Specification for landscaping, planting and 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.

**(iii) Restoration**

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**

Safe drinking water for human consumption shall be available at the site offices and at other convenient locations on site. All water used on the site must be taken from a legal source and comply with recognized standards for potable and other uses. The contractor shall comply with the provisions of the National Water Act and its Regulations for taking water from rivers or streams and the use thereof. If water is stored on site distinction shall be made between drinking water and multi-purpose water storage facilities.

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, dams etc). Washing of clothes and bathing in rivers or streams is strictly forbidden. Wastewater which is contaminated with soaps, detergents, grease, oils and other undesirable materials shall be collected in conservancy tanks and disposed of safely into a wastewater treatment facility.

**(v) Fires and cooking facilities**

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. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. Where instructed by the Engineer, a firebreak shall be cleared and maintained around the perimeter of the camp and office sites. Firefighting equipment shall be supplied by the contractor at suitable locations.

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 the Engineer, the local authorities and comply with 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 located in consultation with the Engineer.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer.

**(c) Waste management**

The contractor's intended methods for waste management and waste minimisation shall be implemented at the start 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 licensed landfill site or at a site approved by the DEA 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 neither the site offices, nor anywhere else on the site or at the approved solid waste disposal site.

**(ii) Litter**

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. 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 bins, containers and refuse collection facilities for later safe disposal to approved sites. A concerted effort shall be made to collect and dispose of materials suitable for recycling separately from other solid waste.

**(iii) Hazardous waste**

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in an 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. No spillage of tar or bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Engineer.

**(iv) Plant and equipment**

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).

**(v) 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.

**(vi) 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 bonded. 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.

(vii) Fuel and gas storage

Fuel should be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. Leakage of fuel shall be avoided. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any spillage or overflow from these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

(viii) Oil and lubricant waste

Fuel tanks, pumps and all equipment using oil, diesel, etc. must have drip trays. 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.

(c) 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 held responsible for 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 liability period.

**(d) Soil management**

(i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such away 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 2 m, 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.

**(e) 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. Surface water runoff must be managed to minimise erosion. 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, 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.

**(f) Earthworks and layerworks**

This 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 comply with the requirements of subclauses C1008 (e) and C1008 (g) and 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 Resources 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 obtains from the Engineer, a copy of the approved EMP 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 this specification the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the bill of quantities.

(ii) Excavation, hauling and placement:

The contractor shall provide the Engineer with detailed method statement of his intended construction processes prior to starting any cut or fill or layer. The method statement 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 ensure that at work closure at the end of every day the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

(iii) Spoil sites:

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects liability 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 75 mm 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 liability period upon receipt from the contractor of a landowner's clearance notice and an Engineer's certificate certifying slope stability. The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

(iv) Stockpiles:

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:

- (1) Positioned and sloped to create the least visual impact;
- (2) Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- (3) 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, topsoiled, grassed and maintained at the contractor's cost until clearance from the Engineer 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 by 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 closure only when they have been satisfactorily rehabilitated.

(v) Blasting activities:

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the Engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock- waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the Engineer the manner in which he intends to advertise to the adjacent communities and/or road users the time and delays to be expected for each individual blast.

**(g) Batching sites**

Asphalt plants are considered scheduled processes listed in Category 1 of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004). 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, 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 Resources legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be subject to regular inspections by the relevant 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 subclause 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.

#### **(h) 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 Designated Environmental Officer (DEO) or to the Engineer. The DEO 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.

#### **(i) Areas of specific importance:**

Any area, as determined and identified 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 Resources 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.

##### **(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 SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the SAHRA, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

(j) 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 such as drilling 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.

(k) Dust control:

Dust suppression measures shall be implemented if and when required. Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust emission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant Department of Minerals and Resources.

(l) 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 liability period.



## **C1009 RECORD KEEPING**

The Engineer and the designated environmental officer (DEO) will continuously monitor the contractor's adherence to the approved impact prevention procedures and shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO shall document the nature and magnitude of the non-conformance in a designated register, the action taken to discontinue the non-conformance, the action taken to mitigate its effects and the results of the actions. The non-conformance shall be documented and reported to the Engineer in a monthly report.

Copies of any Environmental Authorisation 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.

## **C1010 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 value of the penalty shall not be less than the payment that would have been due to the contractor for the day's production of the relevant item of work that gave cause for the infringement. 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.

## **C1011 MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>C10.01 The contractor's obligations in respect of environmental management:</b>	
(a) Designated environmental officer (DEO)	
1. Minor Works with value <R200 000	day
2. Works with value R200 000 – R600 000	day
3. Works with value >R600 000	day
(b) Environmental aspects and impacts	
1. Minor Works with value <R200 000	day
2. Works with value R200 000 – R600 000	day
3. Works with value >R600 000	day

Payment of the daily rate tendered in sub-item (a) shall include full compensation for all costs resulting from the recruitment and employment of a designated environmental officer, the control and management, the onsite hands-on and in-house training, and the assistance rendered to personnel, staff and equipment engaged in construction and other tasks on the site of works. The cost of the on-site training facility if specified is measured and paid for under item D10.03 of the bill of quantities.

The tendered daily rate for sub-item (b) shall include full compensation for complying with the requirements in respect of the EMP as specified.

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## PROJECT SPECIFICATIONS

### PART C SECTION C1100: COLD IN-SITU STABILISATION WITH A NANO-MODIFIED EMULSION (NME) STABILISING AGENT

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C1101	SCOPE
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#### C1101 SCOPE

The refurbishment of the sports facility will be in such a way that the works maintain the existing standards. The designs and construction are matching the existing as follows:-

- (a) **Combi Court (basketball, tennis and netball)** see attached figure 2, 3 and 4 layouts  
**sourced from** *Norms and Standards for Sport and Recreation infrastructure Provision and Management. Volume 2 – Technical Specifications* x Remove existing surface layer 30500mm x 15250 mm and replace with new

- Barrocate playing surface (fine grain, deep textured coloured compound)
- Barramastic blended vinyl compound layer 1
- Barramastic blended vinyl compound layer 2
- 6.7mm barragalt premix filler coat
- 13.2mm chipped stone course sprayed with bitumen emulsifying agent

x Remove and re-install tennis, basketball and netball damaged posts and replace with new. This includes painting x Painting of combi-court with blended lines

x Remove and replace the existing 36000mm x 17000mm fence (green PVC diamond mesh) with new. This includes the single gate.

x Painting of fence poles

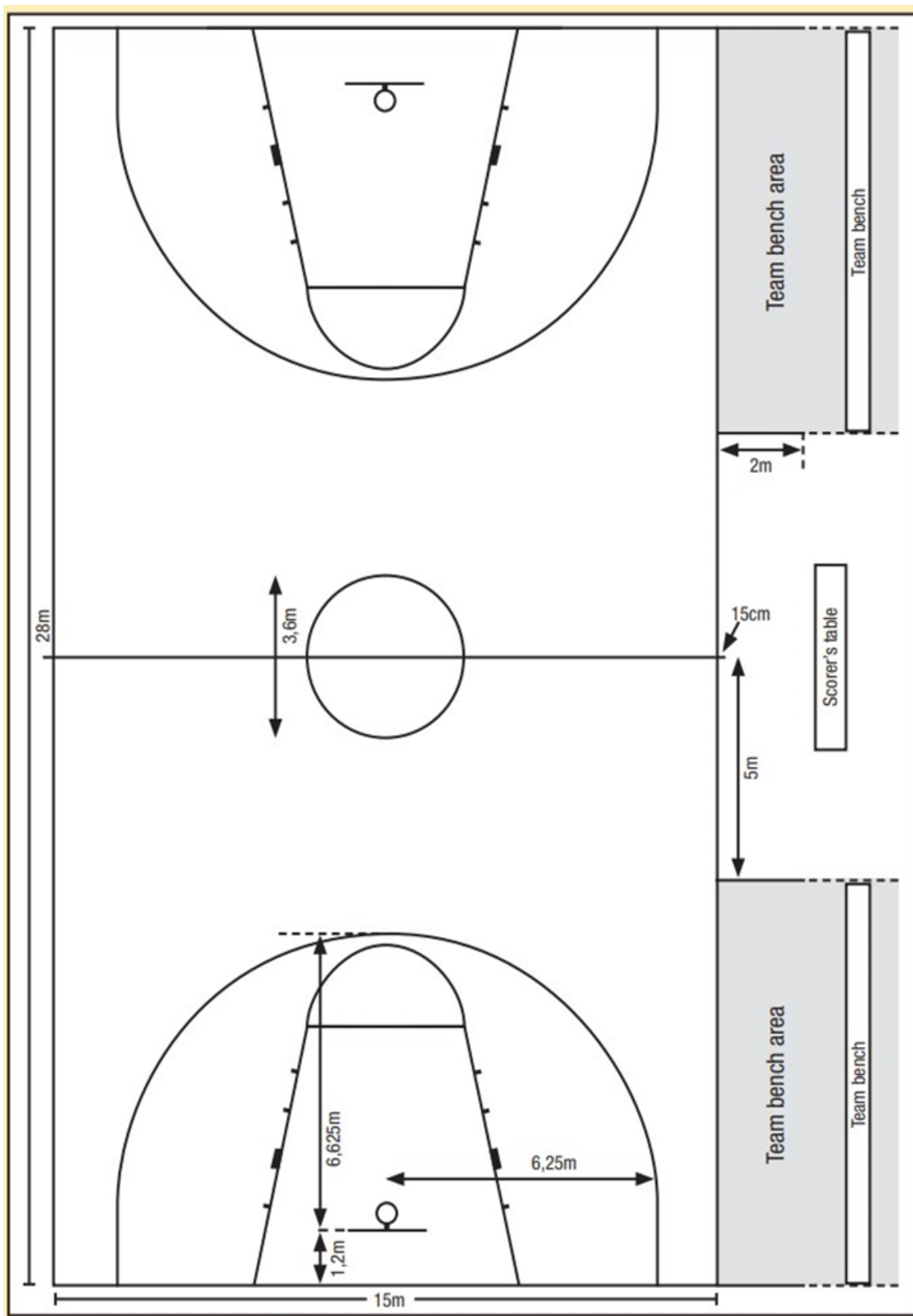


Figure 1: Basketball Court Layout

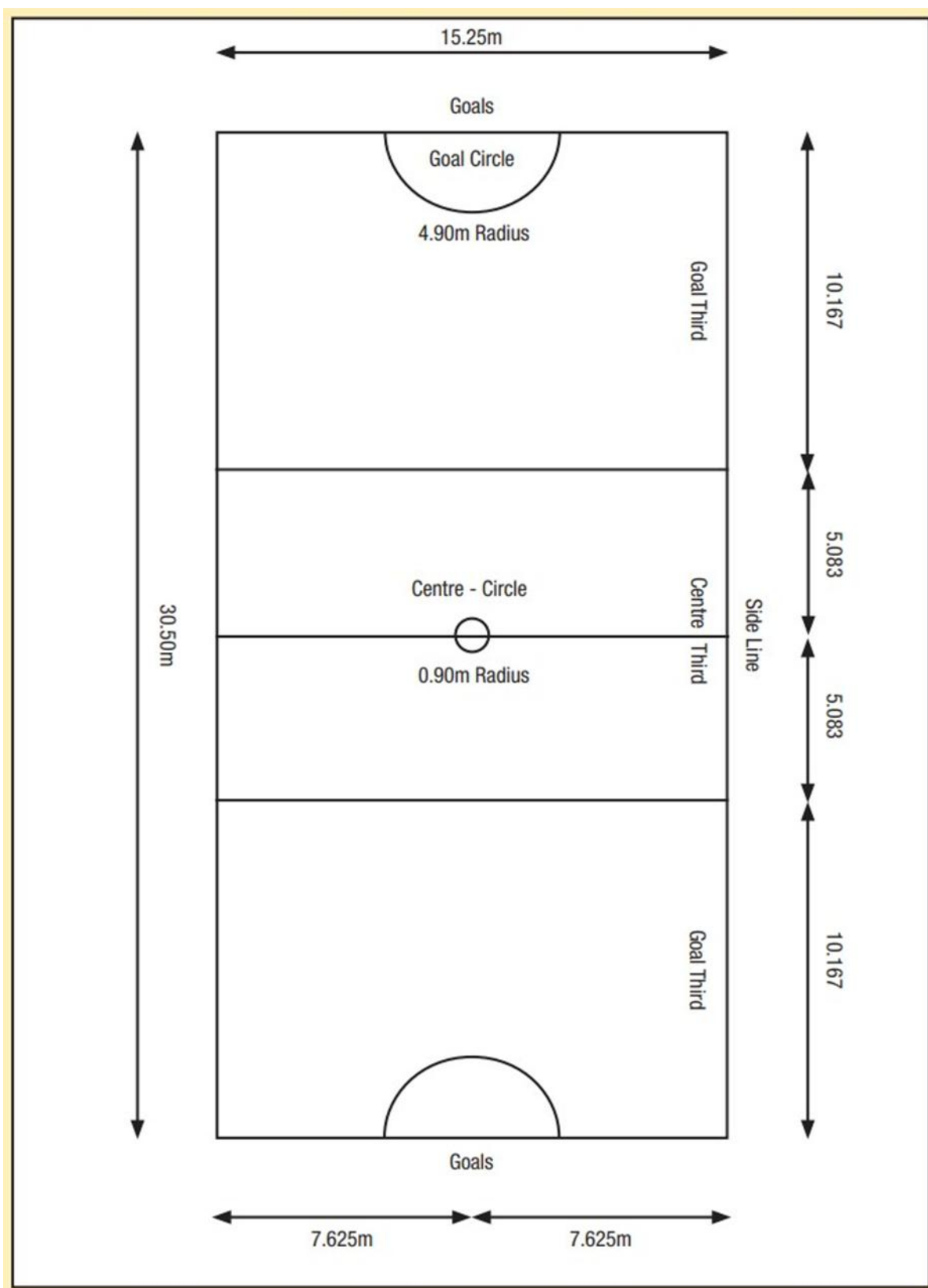


Figure 2: Netball Court Layout

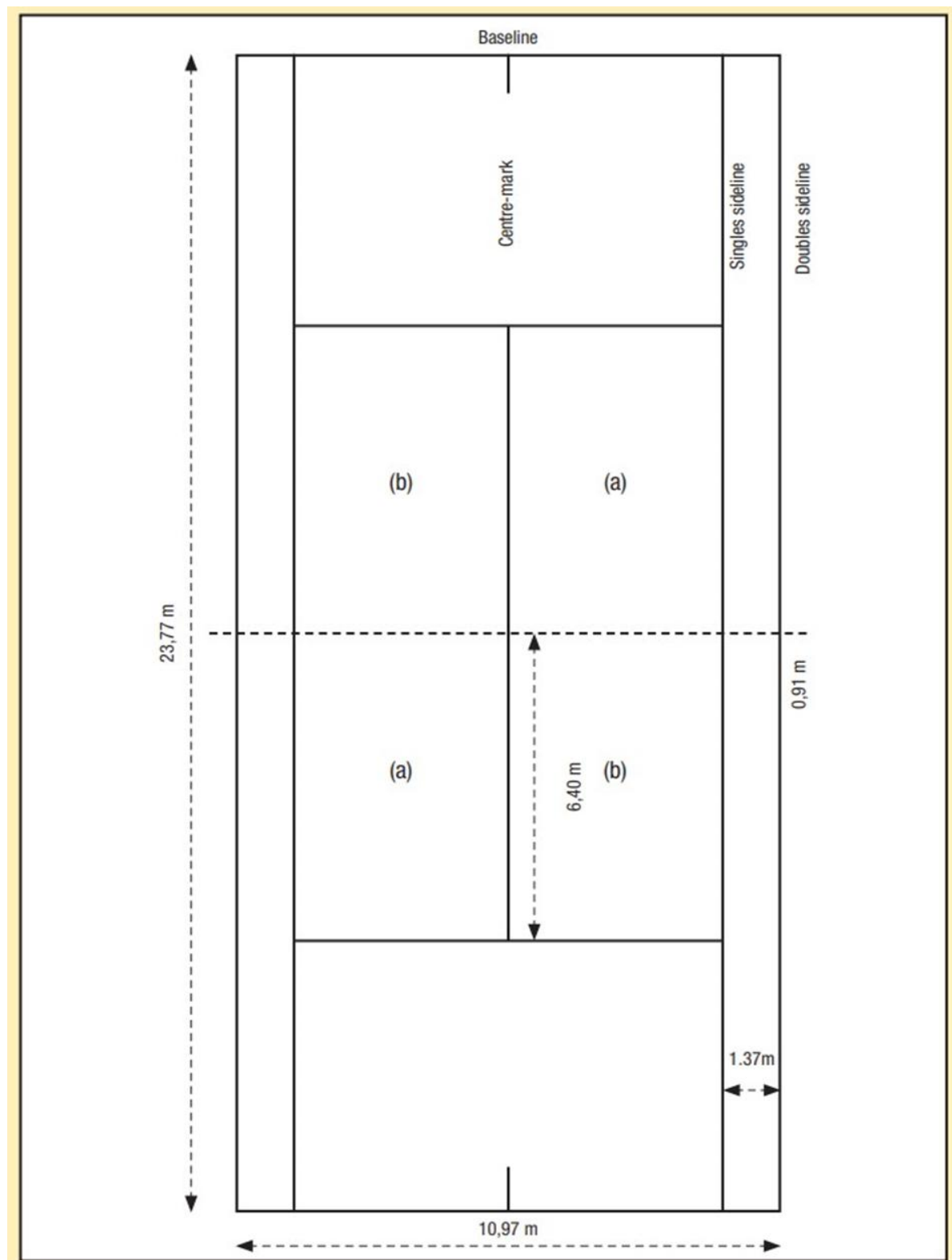


Figure 3: Tennis Court Layout

## **Pavillion**

x Remove all existing paint on steel pavilion and paint with new  
x Repair concrete cracks with crack sealant, prepare the concrete surface to receive paint, paint the concrete and install 600 chairs

### **c) Ablution Facility** x Re-paint all walls

x Remove damage doors and locks and replace with new. Apply varnish as finishing off

x Remove and replace damaged taps with new x Remove damaged cistern mechanism and replace with you

### **d) Changing rooms** x Remove and replace damaged taps with new

x Remove damage doors and locks and replace with new. Apply varnish as finishing off x Install new 20 change lockers (10 females and 10 males) x Remove and replace damaged ceiling with new

### **e) Concrete Palisade Fence** x Remove all damaged concrete palisade and replace with new

**f) Sports facility Yard** x Remove damaged gates and replace with you x Drill borehole, equip and test x Erect 10000l elevated jojo tank on steel structure with pressure pump x Green outdoor gym equipment

**g) Soccer field** see attached figure 5 layout sourced from *Norms and Standards for Sport and Recreation infrastructure Provision and Management. Volume 2 – Technical Specifications* x Install irrigation system x Repaint the soccer marking

x Remove and re-install clear view gate fence with new

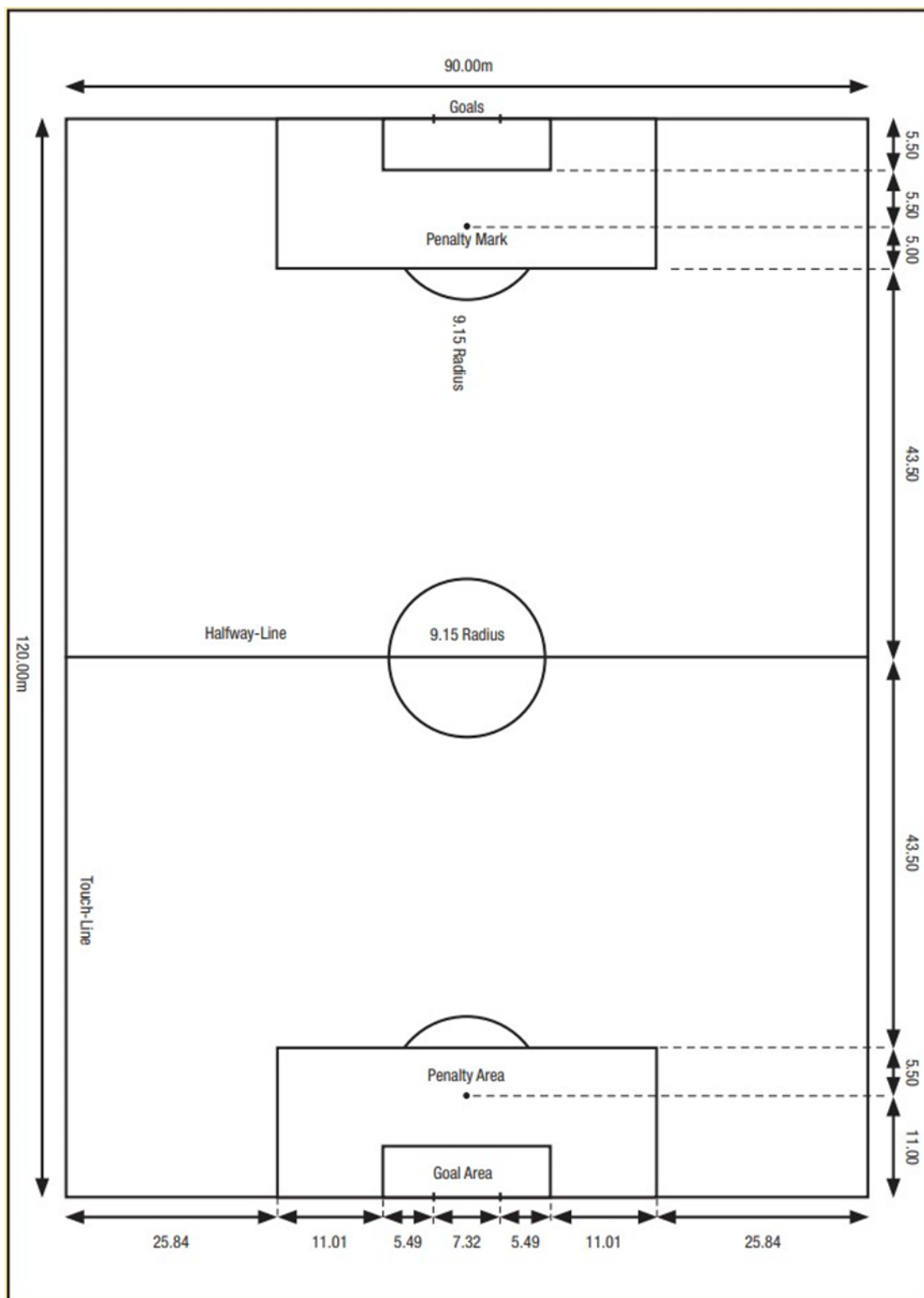


Figure 4: Soccer Field Layout

## **C1102 DESIGN CRITERIA**

The design criteria shall generally conform to: -

a) Department: Sport and Recreation - Norms and Standards for Sport and Recreation infrastructure Provision and Management. Volume 2 ± Technical

Specifications

c) SANS 1200 (Set): Standardized specification for civil engineering construction

## **C1103 ENVIRONMENTAL ISSUES**

The contractor has to ensure construction activities does not cause any harm to the surrounding flora and fauna.

Dust pollution should be kept to minimum and harm free to the surrounding community.

Housekeeping should be part of the daily routine work and, the contractor should ensure that driveways are accessible by the community at the end of every shift.

## **C1104 EMPLOYMENT OF LOCAL LABOUR**

All general workers will be employed from the local communities surrounding the project area. Priority will be given to unemployed youth and women. The target is to have a man/women employment ratio of 50/50.

The minimum hourly labour rate to be used on this contract will be as per recent rate as published by the department of labour.

## **C1105 PROJECT SPECIFIC REQUIREMENTS**

### **Protection of Existing Works**

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and no less than one week before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

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

### **Protection of Excavations**

Unless otherwise permitted in writing by the Engineer, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

No excavations may be left open over weekends and Public Holidays unless properly protected. The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

### **Spoil Material**

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer.

### **Finishing, Cleaning and Period of Maintenance**

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

Finishing and cleaning must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior



agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Clause 51(2), provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing and cleaning shall be carried out to the best advantage of the project.

### **Security of Contractor's Site**

The provision of security for the Contractor's Site Establishment, for the full duration of the contract, shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered other than as provided for in the General Conditions of Contract.

### **Courtesy**

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councilor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

## **THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)**

Contractors are required to register as employers in terms of the COID Act.

Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community-based labour.

In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

## **THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)**

Contractors are required to register as employers in terms of the LR Act.

Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

## **THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)**

Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

## **THE INCOME TAX ACT (ACT 58 of 1962)**

Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

## **THE VALUE ADDED TAX ACT (ACT 89 of 1991)**

Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed the limit as determined by the SARS from time-to-time, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

It is recorded that the Employer in this contract is registered as a VAT vendor.

## COMPLIANCE WITH LEGISLATION

Contractors will be deemed by virtue of submitting a tender to have undertaken to comply fully for all purposes under this contract with all current legislation and related regulations. The above Acts as amended from time to time, are listed for the attention and convenience of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract including the defects liability period the cost of so doing being expressly included in the contract sum.

## NON COMPLIANCE WITH LEGISLATION

The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

If at any time during this contract, including the defects liability period, the Employer and/or the Engineer and/or the Engineer's Representative discover any such contravention, then the Employer shall have the right without prejudice to terminate this contract forthwith, take possession of the works and declare any monies due or which may become due to the Contractor as forfeited by the Contractor, notwithstanding any other clause to the contrary. C3.4.2.6 Extension of time due to abnormal rainfall

No extension of the Time of Completion shall be granted for normal rainfall.

(a)The contract will be based on Table 1 hereunder, showing the number of working days per month which the Contractor can expect to lose due to normal rainfall. Abnormal rainfall shall be the total aggregate of working days over the full contract period during which the Contractor is unable to proceed with the majority of his operations as specified under (b), less the sum of the number of days calculated from the table as being due to normal rainfall.

(b)A day shall be considered as lost when the Engineer agrees that no work was done or capable of being done on any item shown on the critical path of the updated and approved construction programme. Items which are not shown on the critical path and have been affected by rainfall shall not be considered for extension of time. Statutory, annual holidays and Sundays shall not be considered as working days.

EXPEC		TED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL	
Month	Days	Month	Days
January	5	July	1
February	5	August	2
March	5	September	2
April	4	October	3
May	2	November	4
June	2	December	5

## C1106 FURTHER REQUIREMENTS

### 1.0 Duties of Principal Contractor / Contractors in Terms of the Construction Regulations 2014

A principal contractor must-

- provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications, which plan must be

applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;

- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
  - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
  - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
  - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
  - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
  - appoint each contractor in writing for the part of the project on the construction site
  - take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
  - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
  - stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- hand over a consolidated health and safety file to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;

- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

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

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

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

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

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor;.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

### **1.1 Management and supervision of construction work**

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

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

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

No construction manager appointed under this sub regulation may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

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

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

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties. Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

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

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

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

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

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

This must be done on a form similar to an Annexure 2. A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

### **1.3 Construction Work Permit**

It must be noted that from August 2015 all projects that meet the following criteria will require a construction work permit to be applied for at least 30 days prior to the work being carried out:

- Exceeds 180 days.
- Will involve more than 1800 person days of construction work.
- Works contract is of a value equal to or exceeding thirteen million rand, or Construction Industry Grading Board (CIDB) grading level 6.

It is the client's responsibility to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractor's safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

### **1.4 Assignment of Contractor's Responsible Persons to Manage Health & Safety on Site**

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

### **1.5 Competency for Contractor's Responsible Persons**

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

### **1.6 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)**

The Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer as part of their tender bid.

### **1.7 Occupational Health and Safety Policy**

The Contractor shall submit a Health and Safety Policy with the Tender, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

### **1.8 Health and Safety Organogram**

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

### **1.9 Risk**

## **AssessmentsBaseline**

### **Risk Assessment**

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

This baseline risk assessment will need to be comprehensive and may well lead to further, separate, more in depth risk assessment studies. The baseline risk assessment should be periodically reviewed.

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

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

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

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

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

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

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

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

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

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

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

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;

- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

#### **1.10 Health and Safety Representative(s)**

The Contractor shall ensure that a Health and Safety Representative(s) are /is elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspection, keep records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents & non-conformances.

#### **1.11 Health and Safety Committee**

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

#### **1.12 Medical Certificate of Fitness**

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

#### **1.13 Health and Safety Training**

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

##### **1.13.1 Induction**

No Contractor may allow or permit any employee or person to enter site unless they undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE) and shall keep a copy of the attendance register of all his / her employees who attended the induction.

##### **1.13.2 Awareness**

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

#### **1.14 Competency**

After the Contractor has identified the training to be conducted as part of the competency requirement and based on Risk Assessment he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the health and safety Act and regulations is an integral part of the definition of competence.

#### **1.15 General Record Keeping**

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

#### **1.16 General Inspection, Monitoring and Reporting**

The Contractor shall carry out inspections as required by **Annexure C** in this health and safety specification, as well as by health and safety legislation.

#### **1.17 Emergency Procedures**

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

- List of key personnel,
- Details of emergency services,

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

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

#### **1.18 First Aid Box and First Aid Equipment**

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

First Aid box/s must be adequately stocked at all time, accessible and be controlled by a qualified First Aider. If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

#### **1.19 Accident / Incident Reporting and Investigation**

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

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

#### **1.20 Hazards and Potential Situations**

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

#### **1.21 Occupational Health and Safety Signage**

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

#### **1.22 Management of Contractors by Principal Contractor**

The Principal Contractor shall ensure that all contractors under his control are complying with the respective health and safety plans, as well as health and safety legislation.

#### **1.23 Stacking of Materials**

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

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

#### **1.24 Housekeeping and General Safeguarding on Construction Sites**

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

- the proper storage of materials and equipment;



- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14(6);
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

### **1.25 Construction vehicles and mobile plant**

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

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

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least

- two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

#### **1.26      *Electrical installations and machinery on construction sites***

A contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No.1593 of 12 August 1988, ensure that-

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

#### **1.27      *Use and temporary storage of flammable liquids on construction sites***

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

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

#### **1.28      *Water environments***

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for-

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

#### **1.29      *Fire precautions on Construction Sites***

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

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;

- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
  - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
  - (ii) there are no flames or similar means of ignition;
  - (iii) there are conspicuous notices prohibiting smoking;
  - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
  - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all-
  - (i) persons to be evacuated speedily without panic;
  - (ii) persons to be accounted for; and
  - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

### **1.30 Construction Employees' Facilities**

A contractor must, in addition to the construction site provisions in the Facilities Regulations, 2004, promulgated by Government Notice No. R. 924 of 3 August 2004, provide at / or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- Shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex; and sheltered eating area.

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

### **1.31 Fall protection**

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include:

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately

following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings.

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

### **1.32 Temporary works**

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

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

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;
- all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to secure any deck panels against displacement; and prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

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

### 1.33 **Excavation**

A contractor must-

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

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
- the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or such an excavation is in stable material: Provided that-
  - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
  - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated in paragraph
- is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
- must ensure that every excavation, including all bracing and shoring, is inspected-
  - daily, prior to the commencement of each shift;
  - after every blasting operation;
  - after an unexpected fall of ground;
  - after damage to supports; and
  - after rain,
- by the competent person contemplated in subregulation (1), in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee;
- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-
  - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
  - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

### 1.34 Demolition work

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

During a demolition, the competent person contemplated in above must check the structural integrity of the structure at intervals determined in the method statement contemplated in above, in order to avoid any premature collapses.

A contractor who performs demolition work must with regard to a structure being demolished, take steps to ensure that-

- no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
- all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
- precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced;
- ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
- where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
- ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
- cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger areas if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

A contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

No person may dispose of waste and debris from a high place by a chute unless the chute-

- is adequately constructed and rigidly fastened;
- if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- where necessary, is fitted with a gate at the bottom end to control the flow of material; and discharges into a container or an enclosed area surrounded by barriers.

A contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

A contractor must ensure that no equipment is used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations 2001.

Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001.

Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation

### **1.35      *Tunnelling***

No person may enter a tunnel, which has a height dimension of less than 800 millimetres.

### **1.36      *Scaffolding***

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

### **1.37      *Bulk mixing plant***

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is-

- (a) aware of all the dangers involved in the operation thereof; and
- (b) conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person contemplated in sub regulation (1).

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

### **1.38      *Rope Access Work***

A contractor must

- appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
- ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
- ensure that all rope access operators are competent and licensed to carry out their work.

No contractor may use or allow the use of rope access work unless-

- the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
- he or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

A contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place

### **1.39      *Hazardous Chemical Substances (HCS)***

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

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

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

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

#### **1.40      *Noise Induced Hearing Loss***

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

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

#### **1.41      *Explosives and Blasting***

The Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a specialist contractor or a sub-contractor with proven track record in the type of work to be performed. Contractor may only use explosives for work purposes where the following conditions in place:

- Explosives Regulations to be complied with in all respects.
- Contractor must be in possession of a Blasting Licence
- Blasting permit to be obtained
- Permit to transport explosives to be obtained
- Method statement to be drawn up and approved by professional team
- Municipal authorities may require advance notice of planned use of explosives
- Contractor must notify Provincial Director of Department of Labour on Annexure 2 at least 7 days prior to blasting taking place
- Contractor must have Workmans Compensation and appropriate insurances in place

#### **1.42      *Personal Protective Equipment (PPE)***

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times. The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

#### **1.43      *Asbestos***



The Contractor shall ensure that all asbestos work is done only by registered "Asbestos Contractor" as prescribed by the Asbestos Regulations, 2001. The Contractor shall submit an Asbestos Certificate from Department of Labour which refer to the prescribed requirements. The Contractor shall notify The Client if there are any asbestos materials to be used on site.

Besides the requirements listed above, should asbestos be identified as a hazard at the workplace, the following must be included in the health and safety plan or as soon as its available:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an initial health evaluation was carried out by an occupational health practitioner within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records itself since these areas of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.
- Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardized procedures for demolition work.

#### **1.44      *Pressure Vessels (Including Gas Bottles)***

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).

#### **1.45      *Fire Extinguishers and Fire Fighting Equipment***

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

#### **1.46      *Lifting Machinery and Tackle***

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

#### **1.47      *Ladders and Ladder work***

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

#### **1.48      *General Machinery***

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

#### **1.49      *Portable Electrical Tools / Explosive Actuating Fastening Devices***

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation. The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

#### **1.50      *High Voltage Electrical Equipment***

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes: -

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

#### **1.51      *Public Health and Safety***

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measure in place. The public or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

#### **1.52      *Night Work***

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

#### **1.53      *Environmental Conditions and Flora and Fauna***

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take into account these risks.

#### **1.54      *Occupational Health***

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

The Contractor shall submit Annexure A with the Tender Document.

Item No.	HSS Requirement	OHSA Requirement	Submission date
1.	Notification of Intention to Commence Construction	Construction Regulations 2014	At least 7 days before commencement on site
2.	Construction Work Permit	Construction Regulations 2014 (but only comes into effect from August 2015, and only with certain size and duration projects)	At least 30 days prior to project commencement
3.	Assignment of Responsible Person to Manage Building Work	Construction Regulations 2014	Before on site commencement
4.	Competency for Responsible Persons	Client / Client Agent requirement	Before on site commencement
5.	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before on site commencement
6.	Occupational Health and Safety Policy	Client / Client Agent requirement	At tender stage
7.	Health and Safety Organogram.	Client / Client Agent requirement	Before on site commencement
8.	Risk Assessment, Safety Plan and Fall Protection Plan, Demolition Method Statement	Client / Client Agent requirement	Before construction work commences

### Assignment of Contractor's Responsible Persons

**ANNEXURE B** - The contractor shall make the following appointments but not limited to:

Chief Executive Officer (OSHACT 16(1))	<b>Tel:</b>
Contract Director/Manager (OSHACT 16(2))	<b>Tel:</b>
Construction Manager (CR 8(1))	<b>Tel:</b>
Construction Supervisor (CR 8(7))	<b>Tel:</b>
Assistant Construction Supervisor (CR 8(8))	<b>Tel:</b>
Construction Safety Officer (CR 8(5))	<b>Tel:</b>
Traffic Safety Officer	<b>Tel:</b>
Safety Representative (where > 20 employees on site)	<b>Tel:</b>
Temporary work Designer (CR 12(1))	<b>Tel:</b>
Temporary work Supervisor (CR12(2))	<b>Tel:</b>
Construction risk assessor (CR 9(1))	<b>Tel:</b>
Excavation Supervisor (CR13(1)(a))	<b>Tel:</b>
Demolition Supervisor (CR14(1))	<b>Tel:</b>
Scaffold Supervisor (CR16(1))	<b>Tel:</b>
Suspended Platform Supervisor (CR17(1))	<b>Tel:</b>
Material Hoist Inspector (CR19(8)(a))	<b>Tel:</b>
Material Hoist Operator (CR19(6))	<b>Tel:</b>
Bulk Mixing Plant Supervisor (CR20(1))	<b>Tel:</b>
Bulk Mixing Plant Operator (CR20(2))	<b>Tel:</b>
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))	<b>Tel:</b>
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))	<b>Tel:</b>
Controller of Temporary Electrical Installations (CR24(c))	<b>Tel:</b>
Stacking Supervisor (CR28(a))	<b>Tel:</b>
Fire Extinguishing Equipment Inspector (CR29(h))	<b>Tel:</b>
Fall Protection Plan Developer (CR 10(1)(a))	<b>Tel:</b>
Incident Investigator (OSHACT 9(2))	<b>Tel:</b>
Competent Person – Confined Spaces (GAR 5(1))	<b>Tel:</b>

**OTHER HSS REQUIREMENTS****ANNEXURE C**

The contractor shall comply and not be limited to the following requirements:

<b>What</b>	<b>When</b>	<b>Output</b>	<b>Reference information</b>
Awareness training (Toolbox Talks)	Weekly and before hazardous work is carried out	Attendance Register	
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) Covering: a) Health and Safety Representative Checklist	
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits	Incident reporting and investigation for The Client & Contractor form
General Inspections	As per HSS and OHSA	Report on HSS and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavations	
General Inspections	Monthly	Covering: a) Fire fighting Equipment b) Portable Electrical Equipment c) Ladders	
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register	
Permits	Before commencement with certain activities	As stipulated by the HSS and the OHSA / Construction Regulations	