



# Sarah Baartman

DISTRICT MUNICIPALITY

*Province of the Eastern Cape*

*progress through development*

**BID NO. 23/2023**

**CONSTRUCTION OF VAN BEHRENS STREET (RING ROAD) IN  
RIEBEEK EAST, MAKANA LOCAL MUNICIPALITY**

NAME OF BIDDER	:	.....
CSD SUPPLIER NO.	:	MAAA.....
CONTACT PERSON	:	.....
CONTACT NO.	:	.....
ADDRESS	:	..... ..... .....

**BID DOCUMENT**

# **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

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**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**PART T1: TENDERING PROCEDURES**

**T1.1 Tender Invitation**

**T1.2 Tender Data**

## **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

### **T1.1: TENDER NOTICE AND INVITATION**

#### **BID NO. 23/2023: CONSTRUCTION OF VAN BEHRENS STREET (RING ROAD) IN RIEBEEK EAST, MAKANA LOCAL MUNICIPALITY**

Sarah Baartman District Municipality (SBDM) hereby invites bids for Construction of Van Behrens Street (Ring Road) in Riebeeck East, Makana Local Municipality. Potential bidders must have a minimum CIDB Grading of 6CE. Failure to submit valid proof of registration will lead to the bid being non-responsive.

Bid documents with the necessary specifications may be obtained at a non-refundable cost of R110.00 from the Supply Chain Management Unit, 4th Floor, 32 Govan Mbeki Avenue, Port Elizabeth, tel. 041 508 7007. Alternatively, bid documents may be downloaded free of charge from the municipal website (<https://www.sarahbaartman.co.za>) or the e-Tender Portal (<https://etenders.treasury.gov.za>)

The bids will be evaluated in terms of the 80/20 preferential point system as per the Preferential Procurement Regulations, 2022, as well as on functionality. Bids that do not obtain a score of 70% on the functionality criteria will be excluded from further evaluation.

#### **Functionality criteria will be assessed as follows:**

Criteria	Weight	Value 1 – 5	Maximum Possible Score
Previous Experience in Similar Projects	30	Max 5	150
Experience of Nominated Site Agent in Similar Projects	20		100
Equipment relevant for the Assignment	15		75
<b>Total Points</b>	<b>65 (TW)</b>		<b>325</b>

A **compulsory briefing session** with representatives of the District Municipality will take place at the **Riebeeck East Community Hall** on **Monday, 29 May 2023** starting at **11h00** and failure to attend will result in the disqualification of the bid. No Bidders will be allowed in the briefing session after 11h20 or 20 minutes after commencement of the briefing session.

Bids in a sealed envelope clearly marked “**BID NO. 23/2023: CONSTRUCTION OF VAN BEHRENS STREET (RING ROAD) IN RIEBEEK EAST, MAKANA LOCAL MUNICIPALITY**” must be placed in the Bid Box at 4<sup>th</sup> Floor, 32 Govan Mbeki Avenue, Port Elizabeth, before **12h00 noon on Monday, 19 June 2023**. Thereafter, after bids will be opened in public in the Committee Room 1, 6th floor, 32 Govan Mbeki Avenue, Gqeberha.

Prospective bidders must be registered on the Central Supplier Database (CSD). Failure to comply shall render the bid non-responsive. Failure to submit any compulsory document(s) shall render the bid null and void.

The original document collected from the municipality must be submitted or, if the documents are printed from the websites, printed documents must be submitted. Bids may only be submitted on the bid documentation provided by the municipality.

Late, incomplete, facsimile, or emailed bids will not be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. SBDM reserves the right to accept part of or the full bid.

**NOTICE 36 of 2023 DATED 17 May 2023**

**U DANIELS**

**Municipal Manager**

**Sarah Baartman District Municipality**

Tenders must be submitted in the TENDER BOX situated at the Sarah Baartman District Municipality offices in Port Elizabeth, between 8:00 and 16:00 weekdays. A tender must remain valid for a period of 90 days from the closing date for the submission of tenders. The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept a tender as a whole or in part. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that is issued. More requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

## **SARAH BAARTMAN MUNICIPALITY**

**BID NO: 23/2023**

### **T1.2: TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

<b>Clause</b>	<b>Description</b>
F.1.1	<p>The Employer is: Sarah Baartman District Municipality Address: 32 Govan Mbeki Avenue, Port Elizabeth, 6000 Contact Person Regarding Technical Matters: Ms. Olwethu Kwababana – <a href="mailto:okwababana@sbdm.co.za">okwababana@sbdm.co.za</a> / Tel 041 508 7139 Contact Person Regarding SCM Matters: Mr. Khayaletu Fana - <a href="mailto:kfana@sbdm.co.za">kfana@sbdm.co.za</a> / 041 508 7149</p>
F.1.2	<p>The Tender documents issued by the Employer comprise of 3 Volumes i.e the following documents:</p> <p><b>Volume 1 - Part T1: Tendering Procedures.</b></p> <p>T1.1 Tender Notice and invitation to tender T1.2 Tender Data</p> <p><b>Volume 2 – Part T2: Returnable Schedules</b></p> <p>T2.1 List of Returnable documents T2.2 Returnable schedules</p> <p><b>Volume 3 – Part C1: The Contract Data</b></p> <p><b>PART C1 AGREEMENT AND CONTRACT DATA</b></p> <p>C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee C1.4 Arbitration C1.5 Occupational Health &amp; Safety Agreement</p> <p><b>PART C2 PRICING DATA</b></p> <p>C2.1 Pricing Assumptions C2.2 Pricing Schedule</p> <p><b>PART C3 SCOPE OF WORKS</b></p> <p>C3.1 Description of Works C3.2 Engineering C3.3 Procurement</p>

	C3.4 Standard Amendments Issued by COLTO C3.5 Construction Specifications C3.6 Management C3.7 Annexes <b>PART C4 SITE INFORMATION</b> C4.1 Geotechnical Engineering C4.2 Engineering Drawings
F.1.3	<b>Interpretation</b> The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
F.1.4	<b>The Employer's Agent for Technical Information is:</b> Name: Mzukisi Sakata Tel: 041 363 8406 E-mail address: <a href="mailto:mzu@lilithaconsulting.co.za">mzu@lilithaconsulting.co.za</a> / infope@lilithaconsulting.co.za
F.1.5.1	<b>Reject or accept</b> The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.
F.2.1	<b>Eligibility</b> A Tenderer will not be eligible to submit a tender if: <ul style="list-style-type: none"> <li>(a) The Professional Service Provider submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.</li> <li>(b) The Tenderer does not have the legal capacity to enter into the contract.</li> <li>(c) The Professional Service Provider submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing.</li> <li>(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy.</li> <li>(e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.</li> <li>(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.</li> </ul> In terms of the Supply Chain Management Policy Guideline, all suppliers of goods and services are required to register on the Central Suppliers Database (CSD). Tenderers, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement will not be considered.
F.2.2	<b>Cost of Tendering</b> Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the

	costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
F.2.3	<b>Check Documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	<b>Confidentiality and Copyright of Documents</b> The information in this tender document shall be treated as confidential and all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	<b>Reference Documents</b> Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F.2.6	<b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	<b>Clarification Meeting</b> A compulsory briefing session with representatives of the District Municipality will take place at the Riebeeck East Community Hall, <b>Monday, 29 May 2023</b> starting at 11h00 and failure to attend will result in the disqualification of the bid. No Bidders will be allowed in the briefing session after 11:20 or 20 minutes after commencement of the briefing session.
F.2.8	<b>Seek Clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
F.2.9	<b>Professional Indemnity Insurance</b> The Tenderer will be responsible for the full insurance cover (Professional Indemnity) required for this project and shall ensure that the institution that provides the cover is fully compliant and registered with Financial Services Board (FSB). It is compulsory that the Tenderer submits proof of such insurance with this tender. Failure to submit such proof shall result in tender disqualification.
F.2.10	<b>Pricing the tender</b> All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
F.2.11	Rates and prices must be fixed for the duration of the contract and not subject to adjustments unless escalation rate is provided.
F.2.12	<b>Alterations to documents;</b> The Tenderer must take note of the following;  a) "No alterations, additions and reductions must be made to the tender document issued by the employer. b) No document must be unbounded or unbundled and other documents which were not part of the document added. c) All additional documents not requested by the employer and the tenderer feels that they might be important, can be attached. d) All signatories to the tender offer shall initial all such alterations. e) Erasures and the use of masking fluid are prohibited.



F.2.13	<p><b>Submitting tender offer:</b></p> <p><b>A two-envelope procedure will not be followed</b></p> <p>a) All attachments requested must be bound together and submitted as such together with the tender document clearly marker “<b>BID NO. 23/2023: CONSTRUCTION OF VAN BEHRENS STREET (RING ROAD) IN RIEBEEK EAST , MAKANA LOCAL MUNICIPALITY</b>”</p> <p>b) Tenders must be signed by a person duly authorised to do so. No electronic signatures are allowed.</p> <p>c) Tenders submitted by Joint Ventures or Consortiums / Partnerships shall be accompanied by the document of formation of such entities.</p> <p>d) All tender documents shall be completed in black ink and in case of a mistake or an error, a line must be drawn through the error and authorised full signature and date must be attached.</p>
F.2.13.5	<p>The Employer’s address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p> <p><b>Delivery address: 32 Govan Mbeki Avenue, Port Elizabeth, 6000</b></p> <p><b>Location of Tender box: 4th Floor</b></p> <p><b>Identification details: BID NO. 23/2023: CONSTRUCTION OF VAN BEHRENS STREET (RING ROAD) IN RIEBEEK EAST , MAKANA LOCAL MUNICIPALITY</b></p>
F2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	The Tenderer must accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
F.2.15	<p><b>Closing date and time:</b></p> <p><b>Closing date: 19 June 2023</b></p> <p><b>Closing Time: 12h00</b></p>
F.2.16	The Tender offer validity period is 90 days.
F.2.23	The certificates as required in the Returnable Schedules and Forms must be provided with the tender. In the case of a consortium / joint venture, the certificates must be provided for each party.
F.3.1.1	The employer may unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.2	The employer If necessary, may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
F.3.3	All late tenders will immediately be disqualified.
F.3.4	All Tender offers received will be published on the Sarah Baartman District Municipality website.

F.3.11.  
1

## Evaluation of Tenders

After evaluation for mandatory requirements, remaining tenders will be evaluated further based on Quality/ Functionality, Price and Preference. Bids will be evaluated on a 80/20 preference point system as per the preferential procurement regulations, 2022 where the 80 will be used for price (VAT Inclusive) and a maximum of 10 points will be allocated for locality, and a maximum of 10 points will be allocated to B-BBEE Status level of contribution. Tenders who receive a minimum of 70 percent on functionality/ quality will be evaluated in terms of Price and Preference Points.

### Functionality

The assessment of functionality must be done in terms of the functionality evaluation criteria and the minimum threshold. A bid will be disqualified if it fails to meet the minimum threshold of 70% for functionality and Functionality points will be allocated as follows for solicitation of bids from Civil Engineering PSPs.

### Functionality criteria will be assessed as follows:

	Evaluation criteria	Maximum points
<b>1</b>	<b>Previous Experience in Similar Projects</b>	<b>5</b>
<b>1.1</b>	Completed more than 6 similar projects	5
<b>1.2</b>	Completed at least 4-6 similar projects	3
<b>1.3</b>	Completed at least 1-3 similar projects	2
<b>1.4</b>	Has not completed a similar Project	1
<b>2.</b>	<b>Experience of Nominated Site Agent in Similar Projects</b>	<b>5</b>
<b>2.1</b>	Site experience of 10 years or more	5
<b>2.2</b>	Site experience of 7-9 years	3
<b>2.3</b>	Site experience of 4-6 years	2
<b>2.4</b>	Site experience of 0-3 years	1
<b>3</b>	<b>Equipment relevant for the Assignment</b>	<b>5</b>
<b>3.1</b>	Ownership of between 80%-100% of the required equipment	5
<b>3.2</b>	Ownership of between 60%-79% of the required equipment	3
<b>3.3</b>	Ownership of between 40%-59% of the required equipment	2
<b>3.4</b>	Ownership below 40% of the required equipment	1

### DESCRIPTION OF CRITERIA:

- 1) **Previous Experience in Similar Projects:** This shall be previously completed projects of similar works. Copies of signed completion certificate and appointment letter, reflecting the value and scope of the project, from the main client must be attached. Sub-contractor completion letters from the main Contractor will not be acceptable.
- 2) **Experience of Nominated Site Agent in Similar Projects:** This shall be the experience of a nominated person that would be placed permanently with the relevant experience similar to the job on-site and in charge of the construction works for the duration of the project. Copy of Curriculum Vitae must be attached with certified copies of qualifications.
- 3) **Equipment relevant to the Assignment:** This shall mean minimum machinery and plant required for the project as per the following list:

1 x TLB  
2 x 6 Ton Tipper Trucks  
1 x Ton LDV  
1 x Grader  
1 x Water Truck  
1 x 10 Ton Drum Roller

F.3.11.  
3

**Certified copies of registration papers must be attached either in the company name or in the name of the Directors/Shareholders of the company.**  
**In case of hiring, Certified copies of registration papers must be attached either in the company name with the letter of intent showing the list of plant to be leased signed by the Plant owner.**

**Formula for scoring the Financial Offer**

$$Ps = 80(1 - \frac{(Pt - Pmin)}{Pmin})$$

Where:

**Ps** = Preference points for price of tender under consideration;  
**80** = Points allocated to price (80);  
**Pt** = Rand value of tender under consideration; and  
**Pmin** = Rand value of the lowest acceptable tender.

**Scoring Preference points**

The tenderer is required to submit a BBBEE Verification Certificate.  
 Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
<b>NON-COMPLIANT CONTRIBUTOR</b>	0

In order to claim these points, bidders are required to submit an original and valid B-BBEE Status level verification certificate or a certified copy or a sworn affidavit together with their bids to substantiate their B-BBEE Status.

**Points allocated for Locality**

Locality	Procurement under 80/20
	Points
Within the Sarah Baartman District Municipality's area of jurisdiction	10
Within the Eastern Cape province	8
Within South Africa	5
Outside South Africa	1

**NB:** In order to claim points for locality, prospective bidders are required to submit proof of address of office dealing with the project. A valid lease agreement or municipal account in name of bidder must be submitted Failure will result in preference points not being allocated.

	<p><b>Total Scores for Financial and Preference</b></p> <p>The points scored for a Tenderer in respect of Financial must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies</p>
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## **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

### **ADDITIONAL CONDITIONS OF TENDER**

The additional conditions of tender are:

<b>Clause</b>	<b>Wording</b>
T.1.2.4.1	<p>Claims arising after Submission of Tender</p> <p>No claims 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:</p> <ol style="list-style-type: none"><li>1) Inspected the Contract Drawings and read carefully understood the Conditions of Contract</li><li>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.</li><li>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 and plant to and from the site and made the necessary provisions for any additional costs involved thereby.</li><li>4) Requested the Employer or his duly authorized 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.</li></ol>
T.1.2.4.2	<p>Imbalances in Tendered Rates</p> <p>In the event of tendered rates or lump sums being declared by the employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.</p> <p>Should the Tenderer fail to amend the Tender in a manner acceptable to the employer the employer may reject the Tender.</p>
T.1.2.4.3	<p>Invalid Tenders</p> <p>Tenders shall 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:</p> <ol style="list-style-type: none"><li>a) If the tender offer is not submitted on the Form of offer and Acceptance bound into his tender document (form Letter of Tender C1.1);</li><li>b) If the tender is not completed in non-erasable ink;</li><li>c) If the offer has not been signed;</li></ol>

Clause	Wording
T.1.2.4.4	<p>Negotiations with Preferred Tenderers</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> <li>a) Does not allow any preferred tenderer a second or unfair opportunity</li> <li>b) Is not to the detriment of any other tenderer; and</li> <li>c) Does not lead to a higher price than the tender as submitted.</li> </ul> <p>Records of any such negotiations shall be kept for record purposes</p>
T.1.2.4.5	<p>General Supply Chain Management Conditions Applicable to Tenders</p> <p>This tender will be evaluated in terms of the Sarah Baartman District Municipality's Supply Management Policy, as adopted by Council.</p>
T.1.2.4.6	<p>Combating Abuse of the Supply Chain Management Policy</p> <p>The Tenderer shall complete all the MBD forms in this Document.</p>

**SARAH BAARTMAN MUNICIPALITY**

**BID NO: 23/2023**

<p><b>PART T2: RETURNABLE DOCUMENTS</b></p>
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**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

# **SARAH BAARTMAN MUNICIPALITY**

**BID NO: 23/2023**

## **T2.1: LIST OF RETURNABLE DOCUMENTS**

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

### **1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

Schedule : 1A	Authority for Signatory
Schedule : 1B	Letter of Good Standing with Workmen's Compensation Commissioner
Schedule : 1C	Joint Venture Disclosure Form
Schedule : 1D	Certificate of Attendance at Clarification Meeting
Schedule : 1E	Record of Addenda to Tender Documents
Schedule : 1F	Declaration of Interest (MBD4)
Schedule: 1G	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022(MBD6.1)
Schedule : 1H	Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)
Schedule : 1I	Certificate of Independent Tender Determination (MBD 9)
Schedule : 1J	Compulsory Enterprise Questionnaire
Schedule : 1K	Particulars of Tenderer
Schedule : 1L	Declaration of Validity of Information Provided

### **2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)**

Schedule: 2A	Tax Clearance Requirements
Schedule: 2B	Proof of B-BBE Certification
Schedule: 2C	CIDB Contractor registration Certificate
Schedule : 2D	Proof of locality
Schedule : 2E	Municipal Billing
Schedule : 2F	Schedule of Tenderer's Experience
Schedule : 2G	Curriculum Vitae of Personnel (All shown in Organogram)
Schedule : 2H	Annual Financial Statements for the past 3 years
Schedule : 2I	Preliminary programme including monthly Cashflow projection (12-months duration)
Schedule : 2J	List of Construction Plant



## **SARAH BAARTMAN MUNICIPALITY**

**BID NO: 23/2023**

### **SCHEDULE 1A : AUTHORITY FOR SIGNATORY**

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

#### **A. Certificate for Company**

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

#### **As witnesses :**

1. .... Chairman : .....
2. .... Date : .....

#### **B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
.....hereby authorize Mr/Ms ....., .....  
acting in the capacity of .....to sign all documents in connection  
with the tender for Contract .....and any contract resulting from it on  
our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company .....  
....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for contract ..... and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

Note:

A Copy of the Joint Venture Agreement showing Clearly the percentage contribution of each partner to the joint venture shall be appended to the schedule.

### D. Certificate for Sole Proprietor

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

**As witnesses:**

1. \_\_\_\_\_ Signature : Sole owner : \_\_\_\_\_  
2. \_\_\_\_\_ Date : \_\_\_\_\_

### E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr/Ms .....  
acting in the capacity of ....., to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 1B : LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION  
COMMISSIONER**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 1C: JOINT VENTURE DISCLOSURE FORM**

General

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) The contribution of capital and equipment
  - b) Work items to be performed by the affirmable joint venture partner's own forces
  - c) Work items to be performed under the supervision of the affirmable joint venture partner
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration affidavits
- v) The joint venture must be formalized. All pages of the joint venture agreement must be signed by all the parties concerned. A letter / notice of intention to formalize a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....  
.....
- b) Postal Address  
.....  
.....  
.....  
.....  
.....

c) Physical

Address

.....

.....

.....

.....

d) Telephone

.....

.....

e) Fax

.....

.....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 1D : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of .....(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....

..... (location) on ..... (date), starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name ..... Signature .....

Capacity ..... Date & Time .....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 1E : 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 :

<b>No.</b>	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(Attach additional pages if more space is required)

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 1F: DECLARATION OF INTEREST(MDB4)**

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.
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?

**YES / NO**



3.8.1. If yes, 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) a 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 exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between  
any other 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 yes, 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 yes, 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 yes, 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 Bid for this contract. **YES / NO**

3.14.1 If yes, furnish particulars.....

.....

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

**Note:** The full details disclosed hereunder must correlate to “ownership information” as per Central Supplier Database (CSD).

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

In the presence of:

1. ....

2. ....

**CERTIFICATION OF CORRECTNESS**

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

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

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

Signature.....

Date.....

.....

**Position**

.....

**Name of Bidder**

# **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

## **SCHEDULE 1G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

$P_{min}$  = Price of lowest acceptable tender

**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.)*

The specific goals allocated points in terms of this tender	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)

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]



- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....

## **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

### **SCHEDULE 1H: DECLARATION OF TENDER'S SUPPLY CHAIN MANAGEMENT PRACTISES(MBD8)**

#### **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 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. willfully 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>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.</b>	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)? <b>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.</b>	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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

<b>SCHEDULE 1I : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION(MBD9)</b>
--

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</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.

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However

communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

## **SCHEDULE 1J: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

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

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

\* Insert separate page if necessary

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

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

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

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

\* Insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 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;
- 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;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise  
name



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 1K: PARTICULARS OF TENDERER**

Tenderer: .....

Address: .....

.....

.....

Contact Person: .....

Telephone Number: .....

Fax Number: .....

Bank: .....

Branch: .....

Name of Cheque Account: .....

Cheque Account Number: .....

Contact Person: .....

Telephone Number: .....

Guarantee: .....

Branch: .....

Contact Person: .....

Telephone Number: .....

VAT Registration No: .....

Attach original Tax Clearance Certificate to this page

Attach a letter from your bank to this page clearly stating your financial rating according to the codes on page ii, which must also be completed.

.....

**DATE**

.....

**SIGNATURE OF TENDERER**

## **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

### **SCHEDULE 1L: DECLARATION OF VALIDITY OF INFORMATION PROVIDED**

I/We, the undersigned:

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

Signed at..... this .....day of.....20 .....

Name of Authorised Person: .....

Authorised Signature: .....

Name of Tendering Entity: .....

Date: .....

As witness: .....

## **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

<b>SCHEDULE 2A: TAX CLEARANCE REQUIREMENTS</b>
--

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to apply to SARS for a Tax Clearance Certificate at any SARS branch office nationally.
2. SARS will issue a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Overall Tax Clearance status indicator of the bidder on the CSD must be **TAX COMPLIANT**.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must be Tax Compliant on the CSD.
5. Bidders must allow for timeous registration on the CSD and the application and issue of a Tax Clearance Certificate by SARS.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**A non-compliant tax status on the CSD will result in the bid not being awarded.**

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 2 B: PROOF OF B-BBEE CERTIFICATION**

Bidders are required to submit an original and valid B-BBEE Status Level Verification Certificates or certified copies or the Sworn Affidavits together with their Bids to substantiate their B-BBEE rating claims

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 2C: CIDB CONTRACTOR REGISTRATION**

Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a Tenderer satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such Tenderer must submit the Certificates of Contractor Registration in respect of each Joint Venture partner.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

<p><b>SCHEDULE 2D: PROOF OF LOCALITY</b></p>
--

Proof of locality relates to the location of the office that will be dealing with the project. The following is the only acceptable documentation:

- Most recent municipal statement
- Valid Lease Agreement if premises are Leased

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

<p><b>SCHEDULE 2E: MUNICIPAL BILLING</b></p>
--

Proof that municipal rates and taxes and municipal service charges are not in arrears. The following is the only acceptable documentation:

- A valid Municipal Billing Clearance Certificate
- Most recent municipal statement
- Valid Lease Agreement if premises are Leased (only if lessee is not responsible for municipal services)

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 2F: SCHEDULE OF TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by the company in the past **10 years**.

<b>No.</b>	<b>Employer, contact person and telephone number (Only Landline)</b>	<b>Description of Contract</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

\*Insert separate page if necessary

Signed .....

Date .....

Name .....

Position .....

Tenderer



**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 2G : CURRICULUM VITAE OF PERSONNEL**

The Tenderer must attach to this page, the organogram and copies of CVs for the key management personnel such as the Project Manager, Design Engineer and Resident Engineer who will be responsible for managing the contract works, as reflected in the Organogram.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 2H : ANNUAL FINANCIAL STATEMENTS FOR THE PAST 3 YEARS**

This shall also include access to a financial facility, to be used as working capital, until such time that the first milestones can be created to warrant a claim from the Employer. This can either be in cash on the Bank Account of the company or pre-approved credit facility by Registered Financial Institution. The Employer reserves the right to request for this information at the award of contract.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**SCHEDULE 2 I : PRELIMINARY PROGRAM INCLUDING MONTHLY CASHFLOW  
PROJECTION FOR DURATION OF PROJECT**

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he / she estimates will arise based on his / her preliminary programme and tendered rates. The Tenderer will correlate this with his selected construction duration on the "Form of Offer and Acceptance". ***The total of the monthly amounts shall be equal to the tender sum***

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

<b>SCHEDULE 2 J : LIST OF CONSTRUCTION PLANT</b>
--

The Tenderer shall submit list of Equipment relevant to the Assignment: This shall mean minimum machinery and plant required for the project as per the following list:

1 x TLB  
2 x 6 Ton Tipper Trucks  
1 x Ton LDV  
1 x Grader  
1 x Water Truck  
1 x 10 Ton Drum Roller

Certified copies of registration papers must be attached either in the company name or in the name of the Directors/Shareholders of the company.

In case of hiring, Certified copies of registration papers must be attached either in the company name with the letter of intent showing the list of plant to be leased signed by the Plant owner.

<b>PART C1 : AGREEMENT AND CONTRACT DATA</b>
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- C1.1      Form of Offer and Acceptance**
- C1.2      Contract Data**
- C1.3      Performance Guarantee**
- C1.4      Arbitration**
- C1.5      Occupational Health and Safety Agreement**

## **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

### **C1.1 : FORM OF OFFER AND ACCEPTANCE**

#### **1. OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

#### **CONSTRUCTION OF VAN BEHRENS STREET (RING STREET) IN RIEBEEK EAST, MAKANA LOCAL MUNICIPALITY:**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of EOI.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider 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.

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 services provider in terms of the conditions of contract identified in the contract data for the duration of the database.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)

Name and signature  
of witness ..... Date .....

## 2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider 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 Parts C1 to C 3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now service provider), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer SARAH BAARTMAN DISTRICT MUNICIPALITY  
32 Govan Mbeki Avenue  
Port Elizabeth  
6000  
Tel: 041 508 7139

Name and signature  
of witness .....

Date .....

### 3. SCHEDULE OF DEVIATIONS

#### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

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

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or 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.



## **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

### **C1.2: CONTRACT DATA**

#### **CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER**

##### **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's Agent.

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

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions of Contract below.

The Contract Data, General Conditions of Contract and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications; in the interpretation of any ambiguity or inconsistency between these documents.

##### **C1.2.1 SPECIAL CONDITIONS OF CONTRACT**

In this regard, the Standard Conditions of Contract – GCC 2015 (Third Edition) is amended by the numbered clauses set out below, as follows:

- (i) where the Standard Conditions of Contract – GCC 2015 (Third Edition) contains no provision with the corresponding clause number, the clause set out herein is inserted into the Contract; and
- (ii) where the Standard Conditions of Contract – GCC 2015 (Third Edition) contains a provision with the corresponding clause number, it is amended, as set out herein.

Save as amended in terms of this document, the provisions of the Standard Conditions of Contract – GCC 2015 (Third Edition) shall remain unchanged.

##### **1.1 Definitions**

1.1.1.1 **"agreed"** means agreed by the Employer and the Contractor; or the Employer's Agent and the Contractor where expressly authorised in terms of the Contract, unless specifically stated otherwise.

1.1.1.5 **"Commencement Date"** means the date that the Contract, made in terms of the Form of Offer and Acceptance, comes into effect by signing the Acceptance part and returning one fully completed original copy of the document, the Contract Agreement.

1.1.1.7 **"Contract"** means the documentation of the Agreement between the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed and signed by both parties.

1.1.1.13 **"Defects Liability Period"** means the period stated in the Contract Data, commencing from the issue of the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion having been issued for different portions of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, plant and workmanship covered by the Contract.

1.1.1.14 **"Due Completion Date"** means the date or dates of the expiry of the time stated in the Contract Data for achieving Practical Completion for the whole or portions of the Works, calculated from the Commencement Date and as adjusted by such extensions of time or acceleration, as may be revised or agreed in terms of the Contract.

1.1.1.20 **"Form of Offer and Acceptance"** means the document defined as the Contract Agreement that formalises the legal process of offer and acceptance and gives rise to the Contract.

1.1.1.35 **"parties"** means the Contractor and the Employer.

1.1.1.36 **"approved programme"** means the latest programme submitted by the Contractor and approved by the Employer's Agent. The latest programme approved by the Employer's Agent supersedes previous approved programmes.

1.1.1.37 **"Drawings"** means all drawings, calculations and technical information forming part of the tender document (other than information contained in the Specifications); 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. Tender Drawings shall be used for tender purposes only and shall not be used for construction.

## **1.2 Interpretations**

1.2.1 Any written communication between the parties shall have been duly delivered if:

1.2.1.1 Handed to the addressee or to his duly authorised agent; or

1.2.1.2 Delivered at the address of the addressee as stated in the Contract Data, including an e-mail address; and

1.2.1.3 Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made.

**PROVIDED** that the Employer, Employer's Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.

1.2.6 Any act or communication, including but not limited to "accept, agree, appoint, approve, certify, decide, delegate, dispute, elect, grant, inform, instruct, issue, notice, object, order, record, refuse, request, require, state, dispute, call for" and their derivatives indicate an act to be carried out in writing.

## **1.3 General Provisions**

1.3.7 Notwithstanding any other provision, no part of any document or drawings issued with this enquiry may be copied, photographed, or repeated in any manner or by any process without the written consent of the Employer's Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available, shall be held jointly and severally responsible in their personal and corporate capacities, for any contravention of the requirements of Clause 1.3.7. The recipients of these documents shall treat the documents, as well as the details contained herein, as private and confidential.

## **1.4 Non-Variation Clause**

1.4.1 This Contract is the entire Contract between the parties regarding the matters addressed in this Contract.

No representations, terms, conditions or warranties not contained in this Contract shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this Contract, including this clause, shall be effective unless reduced to writing and signed by both parties.

## **2.4 Ambiguity or discrepancy**

2.4.2 If compliance with any such instruction shall result in delay to Practical Completion and/or the incurrence of proven additional cost. The Contractor shall be entitled to make a claim in accordance with GCC 2015 and Contract Data, as specified in Clause 10.1 and read with Clause 6.3.

## **2.5 Assignment**

2.5.1 Neither the Contractor nor the Employer shall, without the written consent of the other, assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit thereunder. Such assignment or cession shall be null and void without the other parties' consent.

## **3.1 Qualifications of the Employer's Agent**

3.1.1 The natural person appointed by the Employer to administer the Contract, shall be a registered professional in a built environment profession, that is appropriate to the Scope of Work.

## **3.2 Functions of the Employer's Agent**

3.2.1 The function of the Employer's Agent is to administer the Contract, in accordance with the provisions of the contract.

## **4.1 Extent of obligations and liability**

4.1.1 The Contractor shall, save insofar as it is legally or physically impossible, design (to the extent provided in the Contract Data), execute and complete the Works, obligations and remedy any defects therein, in accordance with the provisions of the Contract.

4.1.2 Where the Contract Data provides that part of the Works shall be designed by the Contractor:

4.1.2.1 the relevant part of the Works shall be fit for such purposes, for which it is intended as, or specified in the Contract, and

4.1.2.2 the Contractor shall, notwithstanding approval by the Employer's Agent, be liable for any error or deficiency in any drawing or document supplied by him for that part of the Works, and for any loss or damage arising out of such error or deficiency.

4.1.2.3 the Contractor shall submit to the Employer's Agent the "as-built" documents and operation and maintenance manuals in accordance with the Scope of Works; and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of issuing a Certificate of Practical Completion, in terms of Clause 5.14.1 as read with the relevant Contract Data, until these documents and manuals have been submitted to the Employer's Agent.

4.1.2.4 The Contractor indemnifies the Employer against any liability for any breach of the provisions of Clause 4.1.

## **4.2 Employer's Agent's instructions**

4.2.3 Should the Contractor fail to proceed with due diligence with any Employer's Agent's instruction, the Employer's Agent may notify the Contractor to proceed within 7 days from receipt of such notice. Without further notice, on default by the Contractor, the Employer may employ other parties or use its own resources to give effect to such instruction; in addition to any other rights that the Employer may have inter alia in terms of Clause 9.2.1.3.6.

The Employer may recover such costs from the Contractor resulting from the situation above.

## **4.3 Legal provisions**

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

## **5.3 Commencement of works**

5.3.1 Upon the Employer's Agent's instruction the Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works. Such instruction shall be subject to the submission by the Contractor, and approval by the Employer, of documentation required before commencement with Works execution, as set out in the Contract Data.

5.3.3 If the Employer's Agent's instruction to commence executing the Works or to resubmit documentation, with reasons after having found to be unacceptable by the Employer, is not received by the Contractor within 7 days from the actual date of the submission of all the documentation referred to in Clause 5.3.1; commencement of the Works shall be taken to be on the expiry of such 7 days. However, deemed commencement of the Works shall not be construed as approval of the documentation submitted.

## **5.4 Access to Site**

5.4.3 If the Contractor suffers delay to Practical Completion, and / or incurs proven additional cost, from failure of the Employer to give access to or possession in accordance with the terms of this Clause; the Contractor shall be entitled to make a claim in accordance with Clause 10.1. The time limits of 28 days, provided in Clause 10.1.1.1, shall commence to run only from the time when access to or possession of the Site has actually been given.

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

## **5.6 Programme**

5.6.1 The Contractor shall deliver to the Employer's Agent as part of the documentation required before commencement with Works execution; in accordance with Clause 5.3.1, an initial programme and method statement for carrying out the Works in order to meet the Due Completion Date.

5.6.2 The initial programme and all subsequent adjusted programmes shall show and, when relevant, describe in method statements, the entire scope of the Works to be performed including but not limited to:

- 5.6.2.1 The Commencement Date, commencement of the Works, Due Completion Date(s) or revisions thereof, the planned date(s) of Practical Completion for the Works as a whole or in respect of different portions of the Works, the critical path, float and the Contractor's time risk allowances.
- 5.6.2.4 Events or circumstances that impact or influence the carrying out of the Works, indicating whether it is an Employer's risk event, neutral risk event or a Contractor's risk event.
- 5.6.2.8 Health and safety requirements.
- 5.6.2.9 The links between all predecessors and successors for activities.
- 5.6.3 The Employer's Agent shall, within 7 days after the Contractor has submitted an initial or adjusted programme, approve such programme or reject it with reasons and instruct the Contractor to amend the programme. Reasons for rejecting a programme are *inter alia* that it is not in accordance with the Contract or is not reflecting the actual progress. The Employer's Agent's failure to approve or reject with reasons the submitted programme:
- 5.6.3.1 in the event of the submitted programme being an adjusted programme, shall be considered to be the approved programme; and
- 5.6.3.2 in the event of the submitted programme being an initial programme, shall not be considered to be the approved programme. However, the Contractor shall have the right to suspend the Works in terms of Clause
- 5.11.1.3. If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from such suspension, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.
- 5.6.4 The programme, method statement and the cash flow forecast shall be subject to updates and review on a monthly basis. The Contractor shall deliver **every month** to the Employer's Agent an adjusted programme, reflecting actual progress and updated dates in accordance with Clause 5.6.2; even though it may reflect that the planned date(s) of Practical Completion will be later than the corresponding Due Completion Date(s), **and in addition** :
- 5.6.4.1 when instructed by the Employer's Agent,
- 5.6.4.2 when it no longer reflects the actual progress,
- 5.6.4.3 when a specific event, circumstance, act or omission may delay the execution of the Works, or
- 5.6.4.4 with each extension of time claim.
- 5.6.5 The submission to and approval by the Employer's Agent of any programme, method statement and/or cash flow forecast or its adjustments, or the delivery of any other relevant particulars; shall not relieve the Contractor of any of his duties or responsibilities under the Contract.
- 5.7 Progress of the Works**
- 5.7.3 The Employer's Agent may request the Contractor to submit, or the Contractor may submit to the Employer's Agent, a revised programme and cost determined in accordance with Clause 6.4 for accelerating the rate of progress to achieve Practical Completion before the Due Completion Date. If accepted by the Employer, the adjusted Due Completion Date and the conditions for payment of cost shall be agreed in writing and signed by the parties, prior to the Contractor commencing to accelerate progress.
- 5.9 Instructions**
- 5.9.3 The Contractor shall give adequate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works; and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late.

## 5.11 Suspension of the Works

5.11.1 The Contractor may, after giving fourteen (14) days written notice to the Employer, with a copy to the Employer's Agent, (with specific reference to this Clause) suspend the progress of the Works where the Employer has failed in terms of Clause 6.10.4 to:

5.11.1.1 Deliver a payment certificate, or

5.11.1.2 Make full payment of the amount certified in the payment certificate without prejudice to the Contractor's other rights under this Contract or by law, or

5.11.1.3 Failed to approve an initial programme in terms of Clause 5.6.3.2.

## 5.12 Extension of the time for Practical Completion

5.12. If circumstances of any kind whatsoever occurred be such as fairly entitle the Contractor to an extension of time and is or will actually delay Practical Completion of the Works beyond the Due Completion Date; the Contractor shall claim in accordance with Clause 10.1 such extension of time as is appropriate.

Such extension of time shall take into account any special non-working days and all relevant circumstances, including concurrent delays or savings of time which might apply in respect of such claim, and the Due Completion Date will be revised accordingly.

5.12.2.2 Adverse effect of weather conditions delaying Practical Completion of the Works, **in excess of the specific contractual allowance** made in the Contract Data **for each month separately**.

5.12.2.5 Any delay, impediment, or prevention caused by or attributable to the Employer, Employer's Agent, the Employer's personnel or the Employer's other Contractors on the Site.

5.12.4 Instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time; and agree the cost for payment of such acceleration in accordance with Clause 5.7.3.

## 5.13 Penalties for delay

*Add following to clause 5.13.1*

The penalty for failing to complete the Works on time is 0.025% of the Contract Sum per calendar day.

## 5.14 Completion

5.14.1 Save as otherwise provided in the Contract, the Contractor shall be entitled to receive a Certificate of Practical Completion when the Works have reached Practical Completion as set out in the Contract Data

When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, either where the Works;

5.14.1.1 has reached Practical Completion issue a Certificate of Practical Completion to the Contractor and to the Employer or

5.14.1.2 has not reached Practical Completion, issue a written list to the Contractor defining the incomplete work and defects to be rectified to achieve Practical Completion.



Should the Employer's Agent not issue a Certificate of Practical Completion or such a list within the 14 days, Practical Completion shall be considered to have been achieved on the expiry of the 14 days of the written request in terms of Clause 5.14.1.

5.14.2 As soon as the work referred to in the list issued in terms of Clause 5.14.1 has been duly completed and defects that manifested after the list was issued rectified, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with a further written list setting out the work to be completed to justify the issuing of a Certificate of Completion.

5.14.6 The Employer need not occupy the Works before the Due Completion Date

5.14.7 If, in terms of the Contract Data stated for Clause 1.1.1.14, different times for achieving Practical Completion are specified in respect of different portions of the Works, the provisions for the Works as a whole shall apply with necessary adjustment in respect of such portions.

## **6.2 Security**

6.2.1 The Contractor shall deliver to the Employer, as part of the documentation required before commencement with Works execution in accordance with Clause 5.3.1, at his own cost, the type of security for the due performance of the Contract, as selected in the Contract Data.

6.2.2 If the Contractor fails to provide or maintain the security as selected in the Contract Data within the time period stated in Clause 5.3.2, or if the performance guarantee is not in accordance with the relevant pro forma performance guarantee, the Employer in his sole discretion may either:

6.2.2.1 Hand over the Site to the Contractor and withhold payment from the Contractor until the amount withheld is equal to ten per cent (10%) of the Contract Price. Such amount shall be reduced to five per cent (5%) of the Contract Price when the Employer's Agent has issued a Certificate of Completion (5.14.4), and to zero per cent (0%) in the Final Payment Certificate [6.10.9]; or

1.2.2.2 Terminate this Contract in terms of Clause 5.3.2, as read with Clause 9.2.1.3.2

## **6.10 Payment**

6.10.1 With regard to all amounts that become due to the Contractor, in respect of the matters set out in Clauses {6.10.1.1}, {6.10.1.2}, {6.10.1.3}, {6.10.1.4} and {6.10.1.5} below, the Contractor shall deliver to the Employer's Agent a monthly statement for payment of all amounts he considers to be due to him (in such form and on such date as may be agreed between the Contractor and the Employer's Agent, or failing agreement, as the Employer's Agent may require).

The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify the amount he considers to be due to the Contractor or the Employer, taking into account the following:

6.10.1.5 The value up to the percentage limit stated in the Contract Data of plant and materials, referred to in Clause 6.9.1, not yet built into the Permanent Works;

- Provided that the Contractor has produced documentary evidence of ownership of such plant and / or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such plant and / or materials by reason of the Contractor's sequestration or liquidation, or of any defect in the Contractor's title to the plant and / or materials.
- No payment will be made for any plant and/or materials off site, except if expressly agreed otherwise.

6.10.4 The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Employer's Agent of the Contractor's said statement. The Employer's Agent shall not be relieved from his responsibility to issue a payment certificate, whether or not, the Contractor submits the said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.

The Employer or the Contractor, as the case may be, shall pay the amount due to the other within 28 days of receipt by the Employer and the Contractor of the payment certificate signed by the Employer's Agent. Payment shall be subject to the Contractor or the Employer, as the case may be, submitting a tax invoice, as required by law, to the other party for the amount due.

6.10.8 Within 14 days of the date of the Certificate of Completion, the Contractor shall deliver to the Employer's Agent a completion statement showing the value of Work done, in respect of which a Certificate of Completion has been issued; and shall supply such further information as the Employer's Agent may reasonably require.

The Contractor shall not be entitled to any payment in respect of any matter which has not been included in such completion statement, save as provided for in Clauses 5.14, 7.7 and 7.8 in respect of work executed during the Defects Liability Period; and / or Clauses 10.3 to 10.11 in respect of any dispute.

The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate in respect of the completion, referred to above, within 14 days of the receipt by the Employer's Agent of the Contractor's said statement. The Employer or the Contractor, as the case may be, shall pay the amount due to the other party within 28 days after receipt by the Employer and the Contractor of the payment certificate, signed by the Employer's Agent.

6.10.9 Within 14 days of the date of final approval, as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor or the Employer, as the case may be, within 28 days of the date of such certificate; after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved)

## **9.2 Termination by Employer**

9.2.1.3.2 Contractor has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation, or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or

9.2.1.3.6 Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, *inter alia* to comply with any instruction under Clause 4.2; or

## **10.1 Contractor's Claim**

10.1.1 The following provisions shall apply to any claim by the Contractor for an extension of time for Practical Completion of the Works in terms of Clause 5.12; or in terms of any Clause that refers to Clause 10.1 for additional payment or compensation:

10.1.1.1 The Contractor shall **within 28 days** after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:

10.1.1.1.1 The particulars of the circumstance, event, act or omission giving rise to the claim concerned;

10.1.1.1.2 The provisions of the Contract on which he based the claim;

10.1.1.1.3 The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an approved programme, indicating the delay to Practical Completion, and

10.1.1.1.4 The amount of money claimed and the basis of the calculation thereof.

10.1.1.2 If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause {10.1.1.1} to {10.1.1.4} to deliver a claim within the said period of 28 days, he shall:



10.1.1.2.1 Within the said period of 28 days issue a further notice, in terms of Clause 10.1.2, referring to the relevant notice. This notice will confirm his intention to make the claim and comply with the requirements of Clause {10.1.1.1.1} to {10.1.1.1.4} as he reasonably can; and

10.1.1.2.2 As soon as practicable, comply with the remaining requirements of Clause {10.1.1.1.1} to {10.1.1.1.4}, which have not yet been complied with.

10.1.1.3 If the circumstance, event, act or omissions relating to the claim are of an ongoing nature:

10.1.1.3.1 The Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim; deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission.

Provided that the additional payment or compensation or delay, that occurred before 14 days prior to the date on which the notice in terms of this Clause was delivered; shall be deemed to be covered by the rates and / or prices set out in the Pricing Data, and the time stated in the Contract Data relating to Clause 5.5.1

10.1.1.3.2 The Contractor shall, in addition to delivering the notice as said in 10.1.1.3.1, also provide a further notice within 28 days in terms of Clause 10.1.1.2.1. The Contractor shall also deliver each month, to the Employer's Agent, in writing updated particulars required in terms of Clause {10.1.1.1.1} to {10.1.1.1.4} and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim.

10.1.2 The Contractor shall issue an early warning, notifying the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could.

10.1.2.1 Increase the Contract Prices; or

10.1.2.2 Delay Practical Completion; or

10.1.2.3 Impact on the quality; or

10.1.2.4 Impair the performance of the Works in use.

10.1.3.6 The Employer, the Employer's Agent and the Contractor shall not, in any proceedings in accordance with Clauses 10.3 to 10.11 be entitled to give or lead evidence or rely on any fact or circumstance not recorded in terms of this Clause.

10.1.4 If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1; or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1; or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2; the Due Completion Date shall not be extended. The Contractor shall not be entitled to additional payment, and the Employer shall be discharged of all liability in connection with the claim.

Provided that failure by the Contractor to give an early warning notice in terms of Clause 10.1.2, which an experienced Contractor could have given, the claim shall be assessed by the Employer's Agent. The ruling in terms of Clause 10.1.5 shall be taken into account the lack of mitigation measures employed, due to the lack of such early warning notice.

10.1.5 Unless otherwise provided in the Contract, the Employer's Agent shall within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1, give effect to Clause 3.1.2 and deliver to the Contractor and the Employer his written and adequately reasoned ruling on the claim referring specifically to this Clause. The amount thereof, if any, allowed by the Employer's Agent shall be included to the credit of the Contractor the next payment certificate. Where the Employer's Agent fails to make a ruling within such 28 days the claim shall be deemed to be refused;

Provided that:

10.1.5.1 The said period of 28 days may be extended if so, agreed between the Contractor and the Employer's Agent, prior to the expiry of such 28 days; and

2. Any amount that has been established to the satisfaction of the Employer's Agent, before his ruling on the whole claim, shall be included to the credit of the Contractor in the next payment certificate.

### **10.3 Dispute Notice**

10.3.1 Any dispute of whatsoever nature arising out of this Contract concerning any of the rights and / or obligations of any party thereto, either during the currency of the Contract or after the completion thereof, including any dispute as to the validity of the Contract, shall be referred to adjudication in terms of Clause 10.5. The Contractor or the Employer, hereinafter referred to as "the parties", may deliver to the other a written notice, hereinafter referred to as a "Dispute Notice", of any dispute arising out of or in connection with the Contract.

### **10.10 Common Provisions**

10.10.1 Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings, in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date; or to pay any amount of retention money on its due date for payment.

10.10.3 The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent. The Arbitrator and the court shall have full power to reconsider any decision by the Adjudication Board, relevant to the matter in dispute.

Neither party shall be limited in such proceedings, before such arbitrator or court, to the evidence nor arguments put before the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.

### **Clause 11: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, materials, workmanship, machinery and everything which is or may be necessary, in and for the execution, and entire completion of the Contract; in accordance with the Conditions of Contract, Drawings and Scope of Work.

### **Clause 12: 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). The Contractor shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere; without prior written consent of the Employer's Agent.

## **CONTRACT SPECIFIC DATA**

The following Contract specific data are applicable to this Contract:

### **Clause 1.1.1.13: Defects Liability Period**

The defects liability period is a period of 12 months, measured from the date of the Certificate of Completion.

### **Clause 1.1.1.14: Due Completion Date**

The time period for achieving Practical Completion is stated in the Form of Offer and Acceptance.

### **Clause 1.1.1.15: Employer**

The **Employer** is **SARAH BAARTMAN DISTRICT MUNICIPALITY**, represented by the District Municipality Manager and / or such a person or persons duly authorised thereto by the Employer in writing; and the legal successors in title of this person; and are referred to in this Contract Document as “Employer”.

### **Clause 1.1.1.16: Employer’s Agent**

The **Employer’s Agent**, referred to in the documents, is the firm of Consulting Engineers, Lilitha Project Managers acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Employer’s Agent is: Lilitha Project Managers or their successors duly appointed by the Employer.

### **Clause 1.1.1.26: Pricing Strategy**

The Pricing Strategy is REMEASUREMENT.

### **Clause 1.1.1.28: Scope of Work**

*Replace with the following:*

“**Scope of Work**” means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided; and any other requirements and constraint relating to the manner in which the Work is to be carried out.

### **Clause 1.2.1:**

*Add the following to the sub-clause 1.2.1.1:*

- 1.2.1.1 (a) Sent by facsimile or electronic communication (emails), irrespective of it being during office hours or otherwise.
- 1.2.1.1 (b) Posted to the Contractor’s address and delivered by the postal authorities.
- 1.2.1.1 (c) Delivered by a counter service and signed for by the recipient or his representative.

### **Clause 1.2.1.2: Delivery of Notices**

The name of the Employer is : **SARAH BAARTMAN MUNICIPALITY**

The address of the Employer is : PO Box 318, PORT ELIZABETH, 6000 32 Govan Mbeki, Port Elizabeth

The name of the Employer's Agent is : Lilitha Project Managers

The address of the Employer's Agent is : Office 4, Eden Park - 83 2<sup>nd</sup> Avenue, Newton Park, Port Elizabeth 6055

### **Clause 1.3.5: Contractor's Copyright**

*Add the following to Clause 1.3.5:*

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer's Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

### **Clause 2.6: Contractor's liability as mandatory**

*Add the following NEW clause:*

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory.

Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to be Engineer within 14 Days of the Commencement Date

### **Clause 3.2.1: Employer's Approval Required**

*Add the following to Clause 3.2.1:*

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

1. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. The approval of any extension of time for completion in terms of Clause 5.12.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.

6. The issuing of a variation order in terms of Clause 6.3.2.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.
10. The agreeing of an extension to the 28-day period in terms of Clause 10.1.5.1.
11. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

#### **Clause 3.1.4:**

*Add the following to the clause:*

The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to be Engineer within 14 Days of the Commencement Date.

#### **Clause 4.1.2:**

*Add the following to the clause:*

The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee, in respect of all works designed by the Contractor:

- 1.1.2.5 A Certificate of Stability of the Works signed by a registered Professional Engineer (independent from the Employer's Agent) confirming that all such works have been designed, in accordance with the appropriate codes of practice.
- 1.1.2.6 Proof of registration and of adequate and current professional indemnity insurance cover, held by the designer(s) and reviewer(s).
- 1.1.2.7 Design calculations should the Employer's Agent request a copy thereof.
- 1.1.2.8 Engineering drawings and workshop details (both signed by the relevant professional Engineers), in order to allow the Employer's Agent to compare the design with the specified requirements; and to record any comments he may have with respects thereto.
- 1.1.2.9 "As-Built" drawings in DWG electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.

#### **Clause 4.3: Legal Provisions**

*Add the following Clauses after Clause 4.3.2:*

4.3.2.1 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

(No. 85 of 1993) as amended and the Construction Regulations, 2014, promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.2.2 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) as amended.

4.3.2.3 The Employer's Agent's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.

The withdrawal by the Employer's Agent of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.

### **Clause 5.3: Commencement of Works**

*Add the following to clause 5.3.1:*

5.3.1 The Contractor shall commence executing the Works and obtain access to the site, after the approval of the Construction Work Permit has been granted by the Department of Labour regional head office, as per the Construction Regulations, 2014.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

### **Clause 5.4: Access to the Site**

*Add the following to clause 5.4.2:*

**The documentation required before commencement with Works execution are:**

- 1) Health and Safety Plan (Refer to Clause 4.3)
- 2) Programme (Refer to Clause 5.6)
- 3) Security (Refer to Clause 6.2)
- 4) Insurances (Refer to Clause 8.6)
- 5) Letter of Good Standing from the Compensation Commissioner, if not insured with a Licensed Compensation Insurer. (Refer to Schedule A2 of Part T2.1)
- 6) Ensure that the Construction Work Permit has been approved and granted by the Department of Labour regional head office, as per the Construction Regulations, 2014. Refer to Annex C3.7 for guidelines in the Health and Safety Specifications.

The time to submit the documentation required before commencement with Works execution is **14 days**.

The Employer shall, upon the Employer's Agent's instruction to commence executing the works referred to in clause 5.3.1, give to the Contractor right of access to the site, the location of which is stated in the site information (including physical access to the extent stipulated in the site information) and possession of the whole of the site subject to any provision to grant the contractor possession of the site in portions and/or any requirements as to the order in which the works shall be executed, all as stipulated in the site information.

The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the scope of works and site information.

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

#### **Clause 5.5: Time for Practical Completion**

*Add the following to clause 5.5.1:*

5.5.1 The Works shall be completed within the time frame stipulated or tendered in the Form of Offer and Acceptance, exclusive of the special non-working days and the year-end break and inclusive of the 21 day period referred to in Clause 5.3 above.

#### **Clause 5.6: Programme**

*Add the following to clause 5.6.1:*

5.6.1 The Contractor shall deliver the programme of Work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly. (5 working days comprise one working week, 9 working hours comprise one working day)

The Contractor shall have regard for the phases and sub-phases (if applicable) of the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications, and / or will be indicated on the Phasing Plan which forms part of the Drawings. The Contractor should incorporate these phases and sub-phases in the outline of his Programme of Works.

#### **Clause 5.7: Progress of the Works**

*Add the following to the clause 5.7.3:*

5.7.3 No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor. Unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation, or the basis upon which it is to be determined.

#### **Clause 5.8: Non-Working Times**

*Add the following to clause 5.8.1:*

5.8.1 The special non-working days are Saturdays, Sundays and all gazetted public holidays, falling outside the year end break.

The year-end break commences on 19 December 2020 (exclusive) and ends on 10 January 2021 (inclusive).

The Contractor is to make provision in his programme for all the non-working days, which occur during the contract period.



## Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

5.9.8Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Employer's Agent shall have full power and authority to supply to the Contractor from time to time, during the progress of the Works, copies of such further drawings and such instructions. These drawings and instructions shall be necessary for the purpose of proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

## Clause 5.12: Extension of Time

Add the following to clause 5.12.2:

5.12.2Regardless of the cause of any delay, an extension of time will only be considered, if it can be shown that the activity delayed is on the critical path, indicated on the most recently approved Programme of Works.

### Add the following to clause 5.12.2.2:

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

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 work on the critical path.

Only days where rainfall recorded on site equals or exceeds 10mm, will be deemed to be a rain day, which will be considered as a non-working day.

January 3 days	May 1 days	September 2 days
February 3 days	June 1 days	October 2 days
March 3 days	July 1 days	November 2 days
April 2 days	August 2 days	December 3 days

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

It shall 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.**



### **Clause 5.12.3: Relevant Adjustment to General Items**

*Add the following to Clause 5.12.3*

5.12.3 The cost of time related general items, will be calculated on the basis of the number of days as set out in Clause 5.5.

### **Clause 5.13: Penalty for Delay**

*Add the following to clause 5.13.1*

The penalty for failing to complete the Works on time is 0.05 % of the Contract Sum per calendar day.

### **Clause 6.1: Payment to Contractor**

*Add the following to the clause 6.1.1:*

6.1.1 Payment for Works identified in the Scope of Work as being labour-intensive, shall only be made in accordance with the provisions of the Contract; and only if the Works are constructed strictly in compliance with the provisions of the Scope of Work. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in Contract or in delict.

### **Clause 6.2: Security**

*Add the following to clause 6.1.2:*

6.1.2 The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.

The Performance Guarantee shall be worded as set out in the Contract Data, according to Section C1.3.

The liability of the guarantee shall be for 10% of the Contract Price.

### **Clause 6.8.2: Contract Price Adjustment**

*Add the following to clause 6.8.2:*

The Contract Price shall be subject to contract price adjustment as set out in the Contract Price Adjustment Schedule in the GCC 2015, reproduced below for ease of reference.

## **CONTRACT PRICE ADJUSTMENT SCHEDULE**

### **Civil Works**

1. The value of each payment certificate shall be increased or decreased by the amount obtained by multiplying "Ac", defined in Clause 2 of this schedule, by the Contract Price Adjustment Factor, rounded off to the fourth decimal place, determined according to the formula:

$$(1 - x) \left[ \frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$$

in which the symbols have the following meaning:

“x” is the proportion of “Ac” which is not subject to adjustment. Unless otherwise stated in the Contract Data, this proportion shall be 0,10.

“a”, “b”, “c” and “d” are the coefficients contained in the Contract Data, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, Contractor s’ equipment, material (other than “special materials” specified in the Contract Data) and fuel respectively. The arithmetical sum of “a”, “b”, “c” and “d” shall be unity.

“L” is the “Labour Index” and shall be the Consumer Price Index (CPI per province) for the national province wherein the larger part of the Site is located, as stated in the Contract Data, and as published in the Statistical News Release, P0141, Table A of Statistics South Africa.

“P” is the “Plant Index” and shall be the Producer Price Index E for Civil Engineering Plant (Contractor’s Equipment Index), as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index applicable to the industry, as stated in the Contract Data, and as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for Diesel at wholesale level for the area, as stated in the Contract Data, and as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

The suffix “o” denotes the base indices applicable to the base month as stated in the Contract Data.

The suffix “t” denotes the current indices, applicable to the month in which the last day of the period falls, to which the relevant monthly statement relates.

If any index relevant to any particular payment certificate is not known at the time when the certificate is prepared, the Employer’s Agent shall estimate the value of such index. Any correction which may be necessary when the correct indices become known shall be made by the Employer’s Agent in subsequent payment certificates.

2. For the purposes of calculating the adjustment to the value of the relevant payment certificate, the amount “Ac” shall be determined by the formula:

$$Ac = T - S - D - E - G - Ap$$

In which formula the symbols shall have the following meaning:

“T” is the summation of the total value of:

- (i) General Items
- (ii) Work done, and the
- (iii) Materials on Site (100%)

as certified in payment certificate under consideration, without any deduction whatsoever, and before any adjustment is made in terms of this Schedule.

“S” is the aggregate of (i), (ii), (iii) and (iv) referred to below and included in “T”:

- i) The amounts actually expended and substituted for any Prime Cost Sums
- ii) The value of any work done by Selected Sub-Contractors;
- iii) The value of any work done against Provisional Sums;
- iv) The value of any extra or additional work;

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

“D” is the value of Work included in “T” and done at new fixed rates, where those rates were not based on labour, plant / Contractor’s equipment or materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the base month of the indices, in which case work done at these rates shall not be included in the value of “D”.

“E” is the amount included in “T” and paid for any daywork executed at cost plus percentage allowances as set out in General Conditions of Contract Clause 6.5.1.2.

“G” is the amount included in “T” for materials classified and dealt with as “special materials”.

“Ap” is the summation of all “Ac” amounts, determined in terms of Clause 2 of this Schedule, for all payment certificates preceding in time the payment certificate under consideration.

3. Save only for additional work or variations ordered to be carried out, after the time for completion. The increase or decrease applied to a monthly payment certificate in terms of this Clause relating to Work done or materials supplied, after the time for completion shall be half the factor calculated, by inserting in the formula referred to in Clause 1 the indices Lt, Pt, Mt and Ft applicable at the Due Completion Date.

4.1 The price of each “special material” specified in the Contract Data, shall be increased or decreased by the net amount of any variation incurred after the date of tender on the basis set out in the Contract Data, provided that any claim for adjustment in terms hereof, shall be substantiated by the submission of acceptable invoices and any other supporting documents that the Employer’s Agent considers necessary for the purpose. Also provided that no further adjustment be permitted to the price of any “special material” after the time for completion, unless such material forms part of any additional work or variation, ordered to be carried out after that date.

4.2 For the purposes of Clause 4.1 hereof, “the net amount of any variations” in respect of a particular “special material”, shall be calculated by multiplying the difference between the rate or price entered in the Contract Data by the Contractor for that material; and the equivalent rate or price actually paid by the Contractor for the material, by the quantity of the material in question.

5. If more than one month intervenes between the month applicable to any payment certificate, and the month applicable to the immediately succeeding payment, then the indices “Lt”, “Pt”, “Mt” and “Ft” shall each be the arithmetic mean, rounded off to the second decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

The value of “x” is **0,10**.

The values of the coefficients are **a = 0,15      b = 0,20      c = 0,55      d = 0,10**

***The base month is the month before tenders close.***

**ADD THE FOLLOWING TO THE CLAUSES, AS INDICATED BELOW:**

**Clause 6.8.3: Variation in Cost of Special Materials**

6.8.3 Price adjustments for variations in the costs of special materials are not allowed.

#### **Clause 6.10.1.5: Interim Payments – Materials on Site**

6.10.1.5 The percentage advance on materials on site, but not yet built into the Permanent Works, is 80% (eighty per cent).

#### **Clause 6.10.3: Retention Money**

6.10.3 The percentage retention on the amounts due to the Contractor is 10% (ten per cent).

The limit of retention is set at 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment. A guarantee in lieu of retention is not permitted.

#### **Clause 6.10.4:**

6.10.4 In line four delete the word “said” and **insert** the word “correct”.

#### **Clause 6.10.6: Set-Off and Delayed Payments**

A guarantee in lieu of retention is not permitted.

#### **Clause 6.11: Variations exceeding 15% (fifteen per cent)**

6.11 Delete “15%” and **replace it with “25%”**.

#### **Clause 8.6.1: Insurances to be affected**

8.6.1.1.2 The value of the plant and materials supplied by the Employer, to be included in the insurance sum is R0.00 - Nil.

8.6.1.1.3 The amount to cover professional fees not included in the Contract Price for repairing damage and loss, to be included in the sum is R0.00 - Nil.

8.6.1.2.A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.

8.6.1.3 The limit of indemnity for liability insurance is R 1,000,000.00 for any single claim – the number of claims to be unlimited during the construction period.

#### **Clause 8.6.1.5: Additional Insurance**

*Additional Insurance is required for the following:*

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

manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channels.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

#### **Clause 8.6.6: Proof of Payment**

*Add the following:*

8.6.6 The Contractor shall within 14 days of the Commencement Date provide the Employer / Employer's Agent the relevant policy or policies of insurance.

#### **Clause 9.2.1: Termination by the Employer**

*Add the following to clause 9.2.1.3.2:*

9.2.1.3.2 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.

*Add the following NEW clauses after clause 9.2.1.3.8:*

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act, during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act, during the procurement process or in the execution of the contract that benefited the Contractor.

#### **Clause 10.5.3: Rules for Adjudication**

*Add the following:*

10.5.3. The number of Adjudication Board Members to be appointed: One (1)

#### **Clause 10.7.1: Reference to Arbitration**

*Add the following Clauses after Clause 10.7.1*

Dispute resolution shall be by Arbitration. However, In the case of complex disputes, and/or where the value of the dispute exceeds R 15,000,000.00, the dispute shall be resolved by a tribunal comprising of at least three Arbitrators.

A complex dispute shall be defined as a dispute which, due to its nature and complexity, cannot possibly be resolved within the prescribed time frames (i.e. within four (4) months). This includes but is not limited to:

1. A dispute consisting of multiple concurrent disputes
2. A dispute regarding a highly contentious and technical matter, which could lead to a protracted hearing
3. A dispute where the Contract (i.e. the Contract Data, the Design or the Scope of Works) is being challenged
4. A dispute involving one or more of the above-mentioned matters

## **ADDITIONAL CONDITIONS OF CONTRACT**

*The additional Conditions of Contract are:*

### **Clause 11: Copyright**

The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works, shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer). The Contractor shall not provide any information in connection with the Works to any person or organisation without, the prior approval of the Employer and / or the Employer's Agent to this effect.

### **Clause 12: Contractor's liability as mandatory**

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act (Act 85 of 1993) as amended; as well as the Act's regulations, including the Construction Regulations 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions, in terms of Section 37 (2) of the OHS Act.

### **Clause 13: Contractor's Designer**

The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act (Act 85 of 1993) as amended; and the Construction Regulations 2014, for the design of the Temporary Works. As well as those parts of the Permanent Works which the Contractor is responsible to design, in terms of the Contract.

### **Clause 14: Labour intensive Construction**

Certain aspects of work under this contract do require the use of labour-intensive construction.

### **Clause 15: Occupational Health and Safety Agreement**

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 (Act No 85 of 1993) as amended, and the Construction Regulations 2014 promulgated there under.

An agreement is included as annexure to the 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.

Contractor must ensure the following documents are completed and attached to his tender document:

- Occupational Health and Safety Agreement: Section C1.5 of the Contract Data.
- Letter of good standing from Compensation Commissioner: Schedule A2 of the Returnable Documents.

The Contractor shall ensure that any letter of good standing shall be timeously renewed, in order that it remains in full force for the duration of the Contract.

**Clause 16: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Clause 17: 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 prior written consent of the Employer's Agent.

**Clause 18: SMME's**

Should the contract value exceed the Rand value of R 30 million, the Contractor shall sub-contract a minimum of 30% (Thirty percent) of the Works to local Sub-Contractors (SMME's). This contract does not exceed a Rand Value of R 30 million, however an appointed contractor is obliged to give preference to Local SMME's in sub construction of works.

**The following work packages have been identified by the Engineer for the sub construction of work:**

- Construction of 2000 m<sup>2</sup> of concrete block paving
- Construction of 800 m of concrete Kerbs and channelling.

A criteria for engagement of SMME's will be determined and agreed upon by the Client, The Engineer and the Contractor.

**Clause 19: Local Content.**

Should the contract value exceed the Rand value of R 30 million, the Contractor shall purchase a minimum of 30% (Thirty percent) of the total material requirement for this project from local (RSA) suppliers/producers. Inclusive of materials procured for SMME's. This contract does not exceed a Rand Value of R 30 million, however an appointed contractor is obliged to give preference to Local Suppliers in procurement of materials.

**SARAH BAARTMAN DISTRICT MUNICIPALITY****BID NO: 23/2023****PART 2 : DATA PROVIDED BY THE CONTRACTOR**

Clause	Description																		
1.2	<p>The Contractor is: .....</p> <p>Address.....</p> <p>Telephone.....</p> <p>Facsimile.....</p>																		
1.1	<p>The authorised and designated representative of Contractor is:</p> <p>Name.....</p>																		
5.4.1	<p>The address for receipt of communications is:</p> <p>Telephone: ..... Facsimile: .....</p> <p>Address (Postal) : ..... Address (Physical) : .....</p> <p>.....</p> <p>.....</p> <p>E-mail address: .....</p>																		
10.2	<p>The period of performance will be determined by the completion date of the contract</p>																		
9.1	<p>The key persons and their jobs / functions in relation to the services are:</p> <table> <thead> <tr> <th>Name</th><th>Specific Duty</th></tr> </thead> <tbody> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> </tbody> </table>	Name	Specific Duty	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
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**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**C1.3: PERFORMANCE GUARANTEE**

**GUARANTOR DETAILS AND DEFINITIONS**

**“Guarantor”** means:

.....

Physical address:

.....

**“Employer”** means: **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**“Contractor”** means:

.....

**“Employer’s Agent”** means: **Lilitha Project Managers**

**“Works”** means:

.....

**“Site”** means:

.....

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

**“Contract Sum”** means: The accepted amount inclusive of tax of R

.....

Amount in words:

.....

**“Guaranteed Sum”** means: The maximum aggregate amount of R

.....

Amount in words:

.....

**“Expiry Date”** means:

.....

**CONTRACT DETAILS**

Employer’s Agent 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) calendar 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, in which such demand states 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 / her affairs with the Contractor in any manner which the Employer may deem fit; and the Guarantor shall not have the right to claim his / her 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.

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 (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.

Signature(s) .....

Name(s) .....

Capacity .....

for ..... the **Tenderer**

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

Name and signature  
of witness ..... Date .....

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**C1.4: ARBITRATION**

Arbitration shall be carried out in terms of Clauses 10.7 of the General Conditions of Contract and Contract Data.

# **SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/203**

## **C1.5: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**AGREEMENT MADE AND ENTERED INTO BETWEEN SARAH BAARTMAN MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND**

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

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

I, .....  
representing

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

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

COID ACT Registration Number: .....

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

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

I further undertake to ensure that any Sub-Contractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such Sub-Contractors will comply with the conditions set out.

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.....

**SIGNED BY/ON BEHALF OF CONTRACTOR – MANDATORY:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

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

**SIGNED BY/ON BEHALF OF SARAH BAARTMAN MUNICIPALITY:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**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 / she, his / her 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 / her employees and / or his / her 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.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**PART C2: PRICING DATA**

**C2.1 Pricing Instructions**

**C2.2 Pricing Schedule**



## C2.1 : PRICING INSTRUCTIONS

1. This Bill of Quantities contains full schedules for the works to be carried out. The Bill is split into two separate schedules reflecting the roadworks and bridge works required according to COLTO standard specifications.

2. The units of measurement described in the Bill of Quantities are metric units.

Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m <sup>2</sup> .pass	=	square metre-pass
h	=	hour	m <sup>3</sup>	=	cubic metre
ha	=	hectare	m <sup>3</sup> .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ (kL)	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ (L)	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Workday
m <sup>2</sup>	=	square metre			

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

4. The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive prices, for the Work described under the items. Such prices and rates shall cover all costs and expenses that may be required 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. These prices shall be used as a basis for assessment of payment for additional Work that may have to be carried out.

5. It will be assumed that prices included in the Bill 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. (Refer to **www.sabs.co.za** or **www.iso.org** for information on standards).

6. 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 for such items.

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

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

9. Reasonable compensation will be received where no pay item appears, in respect of Work required in the Bills of Quantities in terms of the Contract, and which is not covered in any other pay item.

10. 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's description, appear in the Scope of Work and Specification Data.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the COLTO Standardised Specifications.
12. The clauses in the Specification Data in which further information is provided regarding a schedule item, appears under the “**reference clause**” column in the Bill of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of the scheduled items. Further information and specifications may be found elsewhere in the contract documents.
13. For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

**Unit:** The unit of measure for each item of work as defined in the standard specifications.

**Quantity:** The number of units of work for each item.

**Rate:** The payments per unit of measurement at which the tenderer tenders to do the work.

**Amount:** The product of the quantity and the rate tendered for an item.

**Lump Sum:** An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications, or elsewhere, but of which the quantity of work is not in units.

## C2.2: PRICING SCHEDULE

### PREAMBLE TO BILL OF QUANTITIES

#### General

The tender data, the Contract Data, the Scope of the Work and the Site Information are to be read in conjunction with the Bill of Quantities.

- a) The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of construction of temporary and permanent Works.
- b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill. His/hers attention is drawn to the fact that the Contractor has the right, under various circumstances to payment for additional works carried out, and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill.
- c) The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, set out what ancillary or associated activities are included in the rate for the operations specified.

Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.

Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

Except that the rates shall not include Value Added Tax (VAT). The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive prices, to the Employer for the work described under each item. Such prices shall cover all costs and expenses that may be required in, and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to have a price or rate of R0,00.

The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.

### CONSTRUCTION

#### **Attention is drawn to Clause 6.7.1 of the General Conditions of Contract:**

The Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed, from the construction drawings or measurement on Site, that such quantities are in fact the correct quantities. The Gross Total of tender must be carried to the Offer.

### MEASUREMENT AND PAYMENT

The measurement and payment clauses of COLTO Standardized Specifications and the Standard and Particular Specifications as amended or added to in Part C3, Specification Data, shall be deemed to form part of and be included in the Pricing Instructions.

**Bill of Quantities.****Construction of Van Behrens Street (Ring Road) in Riebeek East, Makana Local Municipality.**

Item	Payment	Description	Unit	Billed Quantity	Rate	Amount
12,00		<b>SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS</b>				
B12.02		1) Relocation/realignment and raising of overhead and underground Telkom services by Telkom				
		a) Direct payment to Telkom	Prov Sum	1,00	15 000,00	15 000,00
		b) Handling costs and profit in respect of B12.02.2(a)	%	15 000,00		
B12.02		2) Relocation and reinstatement/protection of water and sewer lines belonging to the local authority				
		a) Direct payment to the authority or its agent	Prov Sum	1,00	50 000,00	50 000,00
		b) Handling costs and profit in respect of B12.02.3(a)	%	50 000,00		
B12.02		3) Relocation and reinstatement of existing fence belonging to owner of yard				
		a) Replacing removed fence	Prov Sum	1,00	25 000,00	25 000,00
		b) Handling costs and profit in respect of B12.02.3(a)	%	25 000,00		
B12.04		1) Provision for Training				
		a) Management skills, including tendering	Prov Sum	1,00	<b>25 000,00</b>	25 000,00
		b) Road maintenance methods and skills	Prov Sum	1,00	<b>15 000,00</b>	15 000,00
		c) Road safety training for community members	Prov Sum	1,00	<b>10 000,00</b>	10 000,00
		e) Contractors handling costs and profit in respect of B12.04(a), (b) and c	%	50 000,00		
B12.05		Full time CLO (Stipend, Airtime and Data)	Monthly	15,00	6 300,00	94 500,00
		a) Contractors handling costs and profit in respect of B12.05	%	94 500,00		
1200		<b>SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS</b>	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
	<b>Contractor's general obligations</b>				
	a) Fixed obligations	Lump Sum	1,00		
	b) Value-related obligations	Lump Sum	1,00		
	c) Time-related obligations	Month	12,00		
	Health and Safety Plan	Lump Sum	1,00		
	Implementation of Health and safety plan	Monthly	12,00		
	SMME Management	Monthly	12,00		
	SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE STAFF</b>				
	Office and storage shed	No	1,00		
	Ablution and latrine facilities	No	1,00		
	Nameboard (See Dwg LPM23/SBDM/GEN003)	No	1,00		
	Car ports, as specified, at offices and laboratory buildings	No	2,00		
	Provision of printing and photostat facilities	Lump Sum	1,00		
	Provision of traffic safety equipment for use by the Engineer				
	a) Safety jackets	No	5,00		
	<b>SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE STAFF</b>	To Summary Page			

	SECTION 1500: ACCOMMODATION OF TRAFFIC	Unit	Billed Quantity	Rate	Amount
	Temporary traffic control facilities				
	a) Flagmen	Man-day	120,00		
	b) Portable STOP and GO-RY signs	No	4,00		
	e) Road signs, R- and TR- series, (900 mm series)	No	5,00		
	h) Delineators (DTG50J) (1000mm)	No	20,00		
	Watering of temporary deviations	kl	5,00		
	Blading by road grader of:				
	a) Temporary deviations	km-pass	1,20		
	SECTION 1500: ACCOMMODATION OF TRAFFIC	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 1700: CLEARING AND GRUBBING</b>				
	Clearing and grubbing				
	a) to improve sight distance at intersections and accesses, and on cut batters	ha	0,11		
	b) in the road reserve for roadworks	ha	0,50		
	Re-clearing of surfaces (on the written instructions of the engineer only)	ha	0,25		
	Clearing and grubbing at inlets and outlets of hydraulic structures	m2	45,00		
	Removal of hydraulic structures				
	a) Pipes with an internal diameter up to and including 750 mm	m	350,00		
	<b>SECTION 1700: CLEARING AND GRUBBING</b>	To Summary Page			



		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 1800 : DAYWORKS</b>				
	Labour				
	a) Unskilled labourer	Hr	40,00		
	b) Semi-skilled labour	Hr	40,00		
	c) Skilled labour	Hr	40,00		
	d) Gang leader	Hr	40,00		
	e) Artisan or mechanic	Hr	40,00		
	f) Flagman	Hr	40,00		
	Personnel engaged outside normal working hours				
	1) Outside normal working hours and Saturdays				
	a) Unskilled labourer	Hr	40,00		
	b) Semi-skilled labour	Hr	40,00		
	c) Skilled labour	Hr	40,00		
	d) Gang leader	Hr	40,00		
	e) Artisan or mechanic	Hr	40,00		
	f) Flagman	Hr	40,00		
	2) Sundays and Public Holidays				
	a) Unskilled labourer	Hr	40,00		
	b) Semi-skilled labour	Hr	40,00		
	c) Skilled labour	Hr	40,00		
	d) Gang leader	Hr	40,00		
	e) Artisan or mechanic	Hr	40,00		
	f) Flagman	Hr	40,00		
	Construction Plant				
	a) Tractor loader backhoe (TLB)	Hr	40,00		
	b) Grader 140G or equivalent	Hr	40,00		
	d) 5 m3 tipper truck	Hr	40,00		
	g) 1 tonne pedestrian roller	Hr	40,00		
	h) 10 tonne smooth drum vibrating roller	Hr	40,00		
	k) Water-cart : motorised, 10,000 lt.	Hr	40,00		
	m) Compressor unit with capacity to generate 3 m3/min at 650 kpa	Hr	40,00		
	Materials and Equipment				
	a) Procurement of material and equipment	Pov. Sum	1,00	50 000,00	50 000,00
	b) Handling costs and profit in respect of B18.03(a).	%			
	Transport				
	a) LDV or bakkie - 1 tonner	km	10,00		
	DAYWORKS	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 2100: DRAINS</b>				
	Excavation for open drains:				
	a) Excavating soft material situated within the following depth ranges below the surface level:				
	( i ) 0 m up to 1,5 m	m3	10,00		
	b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m3	5,00		
	Clearing and shaping existing open drains				
	a) Existing V-drains	m3	5,00		
	Banks and dykes	m3	5,00		
	Natural permeable material in subsoil drainage systems (crushed stone)				
	a) Crushed stone obtained from approved sources on the site (13,2mm)	m3	100,00		
	Pipes in subsoil drainage systems				
	a)Unplasticized PVC pipes and fittings, normal duty, complete with couplings (110mm perforated pipe, complying with SABS 791)	m	480,00		
	Synthetic-fibre fabric (see standard details drawing LPM23/SBDM/STD0002)	m2	900,00		
	Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density	m3	50,00		
	<b>SECTION 2100: DRAINS</b>	To Summary Page			



		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 2200: PREFABRICATED CULVERTS</b>				
	Excavation				
	a) Excavating intermediate material situated within the following depth ranges below the surface level				
	i) 0m up to 1,5m	m3	90,00		
	ii) Exceeding 1,5m and up to 4,5m	m3	100,00		
	b) Extra over subitem 22.01 (a) for excavation in hard material, irrespective of depth	m3	10,00		
	Backfilling				
	b) Using imported selected material	m3	230,00		
	Concrete pipe Culverts:				
	a) On Class B bedding with interlocking joints				
	i) 225 mm Diameter Type 50D	m	50,00		
	ii) 300 mm Diameter Type 100D	m	120,00		
	iii) 375 mm Diameter Type 50D	m	200,00		
	iv) 450 mm Diameter Type 50D	m	50,00		
	iv) 450 mm Diameter Type 100D	m	20,00		
	vi) 600 mm Diameter Type 100D	m	30,00		
	Portal and rectangular culverts				
	a) Complete with prefabricated floor slab, top deck (1200mm x 900mm Nominal Size) See Drawing LPM23/SBDM/BDG0001 & LPM23/SBDM/BDG0002	m	8,00		
	Cast in situ concrete with formwork				
	b) In floor slabs, decks, bases, piers and aprons for portal or rectangular culverts, including formwork, joints and class U2 surface finish (30Mpa concrete strength)	m3	35,00		
	c) In inlet and outlet structures, skewed ends, catchpits, manholes, anchor blocks, including formwork but including class U2 surface finish (30Mpa concrete strength)	m3	10,00		
	Prefabricated concrete inlets and outlets to culverts (Type and size) See Drawing LPM23/SBDM/STD0001	No	3,00		
	Steel reinforcement				
	a) Mild steel R08	kg	133,65		
	b) High-tensile steel bars				
	i) Y12	kg	507,39		
	ii) Y10	kg	417,80		
	c) Welded steel fabric	m2	98,20		
	Removing and disposing Existing Concrete				
	a) Plain concrete	m3	10,00		
	b) Reinforced concrete	m3	2,00		Rate Only
	Removing and disposing of existing prefabricated				
	a) 300mm Diameter Concrete Pipe	m	15,00		
	b) 450mm Diameter Concrete Pipe	m	10,00		
	c) 900mm Diameter Concrete Pipe	m	20,00		
	Manholes, catchpits, precast inlet and outlet structures complete See Drawings LPM23/SBDM/STD0003 & LPM23/SBDM/STD0004				
	a) Manholes	No	8,00		
	b) Catchpits	No	8,00		
	c) Precast Inlet and Outlet structures	No	9,00		
	d) Extra over or less than subitem 22.17(a) for variations in the depths of manholes from the standard depth designated for tendering purposes (standard depth and type of manhole indicated)	m	10,00		
	e) Extra over or less than subitem 22.17(b) for variations in the depths of catchpits from the standard depth designated for tendering purposes (standard depth and type of manhole indicated)	m	5,00		
	Brickwork				
	b) 230mm thick (solid masonry units)	m2	27,50		
	Plaster	m2	30,00		
	Benching	m2	15,00		
	Accessories (See Drawings LPM23/SBDM/STD0003 & LPM23/SBDM/STD0004)				
	Manhole covers	No	7,00		
	Hand excavation to determine the positions of existing services	m3	10,00		
MAY 2023	SECTION 2200: PREFABRICATED CULVERTS	To summary Page			100

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS</b>				
	Concrete Kerbing				
	a) Figure 3 class 30/19 concrete	m	1 200,00		
	c) Figure 4 inlet kerb class 30/19 concrete	m	20,00		
	Concrete kerbing-channeling combination				
	b) CK1 Combination kerb	m	800,00		
	Trimming of excavations for concrete-lined open drains				
	a) In soft material	m2	20,50		
	b) In hard material	m2	7,50		
	Concrete lining for open drains				
	a) Cast in-situ concrete lining Class 25/19: V-Drain	m3	3,00		
	b) Class U2 surface finish to cast in situ concrete V-drain	m2	15,00		
	Formwork to cast in-situ concrete lining for open drains (Class F2 surface finish)				
	a) To outside edge of drains	m2	10,50		
	c) To ends of slabs	m2	9,50		
	Steel reinforcement				
	c) Welded steel fabric	m2	21,00		
	<b>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS</b>	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 3100: BORROW MATERIALS</b>				
	Excess overburden	m3	50,00		
	Excess overburden in borrow pits for obtaining crushed stone for pavement layers.				
	a) Overburden in soft or intermediate excavation	m3	35,00		
	b) Overburden in hard material	m3	15,00		
	Finishing of borrow areas in:				
	b) Intermediate material	ha	0,32		
	c) Soft material	ha	0,10		
	<b>SECTION 3100: BORROW MATERIALS</b>	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 3300: MASS EARTHWORKS</b>				
	Cut and borrow to fill, including free-haul up to 1 km				
	a) Gravel material in compacted layer thickness of 150 mm and less:				
	ii) Compacted to 95% of modified AASHTO density	m3	350,00		
	iii) Compacted to 90% of modified AASHTO density	m3	100,00		
	e)(i) Pioneer layer as per 3307 (c ), with material from borrow.	m3	800,00		
	Extra over item 33.01 for excavating and breaking down material in:				
	a) Intermediate excavation	m3	100,00		
	b) Hard excavation	m3	20,00		
	c) Boulder excavation Class A	m3	10,00		
	Cut to spoil, including free-haul up to 0,5km material obtained from:				
	a)Soft excavation	m3	150,00		
	b)Intermediate excavation	m3	85,00		
	c)Hard excavation	m3	58,00		
	Overbreak in hard and boulder Class A excavation	m2	30,00		
	Widening of cuts (extra over 33.01 and 33.04)				
	a) In hard material	m3	50,00		
	b) In boulder material, Class A or B	m3	35,00		
	c) In all other materials	m3	15,00		
	Material bladed to windrow	m3	45,00		
	Roadbed preparation and the compaction of material				
	b) Compaction to 93% of modified AASHTO density	m3	1 000,00		
	In-situ treatment of roadbed:				
	a) In-situ treatment by ripping	m3	300,00		
	b) In-situ treatment by blasting	m3	8,00		
	Overhaul (extra over items 33.01,33.04)	m3-km	120 000,00		
	<b>SECTION 3300: MASS EARTHWORKS</b>	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</b>				
	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km				
	c) Gravel subbase (unstabilized gravel) compacted				
	i) 95% of modified AASHTO density (G7 compacted layers to be 1x150 mm)	m3	450,00		
	e) Gravel base (unstabilized gravel) compacted to:				
	i) 98% of modified AASHTO density (G5 compacted layers to be 1x150 mm)	m3	360,00		
	f) Gravel base (stabilized gravel) compacted to:				
	i) 98% of modified AASHTO density (C4 compacted layers to be 1x150 mm)	m3	900,00		
	Extra over item 34.01 for excavation of material in:				
	a) Intermediate excavation	m3	100,00		
	b) Hard excavation	m3	10,00		
	Watering the pavement excavation floor	kl	6,00		
	Overhaul (extra over item 34.00)	m3-km	30 000,00		
	<b>SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</b>	To Summary Page			



		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 3500: STABILIZATION</b>				
	Chemical stabilization of 150mm extra over unstabilized compacted base layer	m3	200,00		
	Chemical stabilizing agent				
	a) Ordinary portland cement	ton	10,00		
	Provision and application of water for curing	kl	15,00		
	Curing by covering with the subsequent layer	m2	600,00		
	Extra over items 35.01 for trial sections	m3	50,00		
	<b>SECTION 3500: STABILIZING</b>	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 5100: PITCHING, STONework AND PROTECTION AGAINST EROSION</b>				
	Stone pitching:				
	c) Grouted stone pitching on a concrete bed, 200 mm thick	m2	25,00		
	Riprap				
	a) Packed riprap with a critical stone mass of 10 kg.	m3	10,00		
	Stone masonry walls				
	a) Plain packed stone walls	m3	15,00		
	b) Cement mortared stone walls	m3	20,00		
	SECTION 5100: PITCHING, STONework AND PROTECTION AGAINST EROSION	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 5200: GABIONS</b>				
	Foundation trench excavation and backfilling				
	a) In solid rock (which requires blasting)	m3	15,00		
	b) In all other classes of material	m3	50,00		
	Surface preparation for bedding the gabions	m2	15,00		
	Gabions				
	a) Galvanised gabion boxes (1000mm x 500mm , nominal diameter of mesh wire and mesh size indicated) See Drawing LPM23/SBDM/BDG0002	m3	18,00		
	c) Galvanized gabion mattresses (dimension of mattresses, mesh size, nominal diameter of mesh wire and diaphragm spacing indicated) See Drawing LPM23/SBDM/BDG0002	m3	20,00		
	SECTION 5200: GABIONS	To Summary Page			

<b>56.00</b>		<b>SECTION 5600: ROAD SIGNS</b>				
56.01		Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
		c) Prepainted galvanized steel plate (chromadeck 1,6 mm thick or approved equivalent):				
56.05		Excavation for road sign supports (not applicable to km posts)	m3	2,50		
56.07		Extra over Item 56.05 for rock excavation	m3	1,50		
B56.10		Supply and Install Road Signs See Drawing LPM23/SBDM/STD0005				
		a) Danger plates (W401 & W402) at culverts	No	4,00		
		b) Supply and Install Speed Limit (R201) 40	No	3,00		
		c) Supply and Install Stop Sign R1	No	3,00		
<b>5600</b>		<b>SECTION 5600: ROAD SIGNS</b>	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</b>				
	Finishing the road and road reserve:				
	a) Dual Carriageway gravel road	km	1,20		
	Treatment of temporary deviations	km	0,50		
	SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS</b>				
	Supply and lay pavement blocks , sand and compensate for furnishing all materials, sand bedding,laying and compacting concrete pavement blocks, cuts and filling the joints.				
	a)Construct 35MPa type S-A (221.2x110.8x80mm) interlocking CBP	m2	5 200,00		
	250 Micron SABS Black Plastic Sheet	m2	6 000,00		
	SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS	To Summary Page			

		Unit	Billed Quantity	Rate	Amount
	<b>SECTION 7400: PATENTED EARTH RETAINING SYSTEMS</b>				
	Patented earth retaining systems				
	a)Loffelstein precast concrete blocks (L300)	m2	350,00		
	Excavation for concrete bases for earth retaining systems	m3	150,00		
	Concrete bases for earth retaining systems	m3	200,00		
	SECTION 7400: PATENTED EARTH RETAINING	To Summary Page			

## Summary of Bill of Quantities

### SCHEDULE A – CIVIL WORKS

SECTION	DESCRIPTION	AMOUNT R
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE STAFF	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5600	ROAD SIGNS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
7300	CONCRETE BLOCK PAVING FOR ROADS	
7400	PATENTED EARTH RETAINING	
	<b>Sub-total A</b>	
TOTAL SCHEDULE A:		
CARRIED FORWARD TO CALCULATION OF THE TENDER SUM		



CALCULATION OF TENDER SUM

SCHEDULE A	R
Sub-Total A	R
Contingencies at - 10%	R
Sub-Total B	R
15% Value Added Tax	R
Tender Sum Carried To The Form of Offer	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

COMPANY STAMP

NOTE:  
Any approval by the Employer’s Agent of any material, any plant and its operation, any construction procedure, or any section of the finished work, does not imply any relaxation of the requirements governing the quality of materials or of the finished work, or relieve the Contractor of his obligations and responsibilities under the Contract.

# Declaration

(In respect of completeness of tender)

SARAH BAARTMAN DISTRICT MUNICIPALITY  
Office of the Municipal Manager  
32 Govan Mbeki,  
Port Elizabeth

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part of this Contract Document.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**COMPANY STAMP**

<b>PART C3: SCOPE OF WORK</b>
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- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Standard Amendments Issued by COLTO**
- C3.5 Construction Specifications**
- C3.6 Management**
- C3.7 Annexes**

**Status**

In terms of the South African law the whole of the Contract is to be taken together, so as to give effect to every part, each clause helping to interpret the other.

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

- The Contract Agreement
- The Letter of Acceptance
- The Particular Conditions
- The General Conditions
- The Drawings
- The Schedules
- The Specification (Scope of Works)

## C3.1: DESCRIPTION OF THE WORKS

### C3.1.1 EMPLOYER'S OBJECTIVES

The suburb / township of Riebeek East currently has mixed wearing courses when it comes to internal roads. Some of the internal roads have concrete block paving surfacing while other roads have gravel wearing course. The objective of the Sarah Baartman District Municipality is to upgrade the level of service on the roads that have a gravel wearing course by constructing a block paving surface. The total of the roads that will be constructed is approximately 1.2 km with associated storm water and a portal culvert bridge.

### C3.1.2 OVERVIEW OF THE WORKS

The Works comprises of the construction of approximately 1.2 km of internal roads in Nomzamo Township in Riebeek East, construction of storm water infrastructure such as concrete lined channels, concrete v-drains, pipe culverts and headwalls and portal culvert bridge.

- a) Establishment on site.
- b) The accommodation of traffic during construction.
- c) Clearing and grubbing and cleaning in the road reserve and of drainage channels.
- d) Rehabilitation and upgrading of existing road.
- e) Construction of stormwater infrastructure
- f) Community and stake holder liaison.
- g) Site specific occupational health and safety precautions.

### C3.1.3 EXTENT OF THE WORKS

1. Demolition/ Removal of three 900mm stormwater pipelines
2. Construction of a subgrade layer by removing existing 150 mm wearing course and stockpiling for re-use, ripping the existing in-situ material and compaction.
3. Box cutting and constructing a 250mm pioneer layer.
4. Construction of a stabilized C4 Base Course by
  - a. Importing G5 Base Course material, cement stabilization and compaction.
5. Construction of storm water infrastructure including concrete lined v-drains, storm water culverts including inlet & outlet headwalls, stormwater kerb inlets and manholes.
6. Construction of a portal culvert bridge structure complete with a floor slab, and a deck.
7. Provision and installation of road signs.

#### C3.1.3.1 Nature of Ground and Subsoil Conditions

The geotechnical information will be provided to the successful Tenderer.

#### C3.1.3.2 Details of the Contract

The Contract comprises of the Civil Scope of Works,

### **C3.1.3.3 Site Facilities Required**

The Contractor shall provide, operate, maintain, service and upon completion, remove the Site facilities detailed in Section 1400 in COLTO.

### **C3.1.4 Location of the Works**

The roads are situated in Nomzamo Township in Riebeek East within the boundaries of the Makana Local Municipality in the Sarah Baartman District of the Eastern Cape Province.

### **C3.1.5 Description of Site and Access**

Nomzamo Township is located in the Riebeek East area 39 km West of Grahamstown along the R400. Refer to the Locality Plan attached.

### **C3.1.6 Temporary Works**

Attached in the Annexures, the Site Survey Drawing indicates the locality of existing features. Contractor to investigate Site for any other services before excavation commences.

### **C3.1.7 Plant and Materials**

#### **C3.1.7.1 Plant and materials supplied by the Employer**

No plant and materials will be supplied by the Employer.

#### **C3.1.7.2 Material and samples**

Contractor to provide the following:

- proof of compliance with materials specifications,
- samples of materials and finishes.

Unless otherwise instructed in writing by the Employer's Agent, all proprietary materials are to be used, mixed, applied, fixed, etc., strictly in accordance with the manufacturer's recommendations and the relevant specifications. The Work is to be executed with materials of the best quality, in the most suitable manner under the inspection of the Employer's Agent, and to his satisfaction. The terms "approved" and "directed" shall mean approved or directed by the Employer's Agent.

All materials, unless otherwise stated, must comply with the relevant COLTO specifications.

#### **C3.1.7.3 Material Delivery Programme**

The Contractor must prepare a programme showing their planned material delivery dates. The Contractor must ensure that the orders of materials are placed timeously with suppliers, so that the delivery times on the programme are met. Extension of time may be granted for non-availability of materials, subject to the Contractor satisfying the Employer's Agent that the orders were timeously placed.

### **C3.1.8 Construction Equipment**

#### **C3.1.8.1 Requirement for equipment**

All construction plant shall be in good working order, failing such description, of a type suitable for the purpose for which it is intended.

#### **C3.1.8.2 Equipment provided by the Employer**

No equipment will be made available for use by the Contractor.

#### **C3.1.8.3 Recording of Plant on Site**

Information relating to plant on Site shall be recorded in the Daily Site Diary. In addition, the Contractor shall deliver to the Employer's Agent, monthly, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

### **C3.1.9 Existing Services**

#### **C3.1.9.1 Known services**

There are exposed stormwater pipelines, water lines and existing sewer pipelines.

The Contractor shall however exercise extreme care when working in these areas. Provision has been made on the bills of quantities for replacement of damaged pipes due to non-existence of as-built drawings.

#### **C3.1.9.2 Treatment of Existing Services**

Any existing services which are found to be in the path of the proposed Works shall be relocated on instructions by the Employer's Agent. Quotations shall be obtained from the relevant authority for the lowering or relocation of these services if deemed necessary by the Employer's Agent.

All connections to the existing services shall be undertaken in a manner and at times to be approved by the Employer's Agent.

#### **C3.1.9.3 Use of Detection Equipment for the Location of Underground Services**

The Contractor may use detection equipment to locate underground services before exposing services by hand.

#### **C3.1.9.4 Reinstatement of Damaged Services and Structures**

The Contractor shall be held responsible for the damage to known and visible services. The reinstatement of services and structure damaged will be as set out in SANS 1200A Clause 5.4.

### **C3.1.10 Site Establishment**

#### **C3.1.10.1 Facilities Provided by the Contractor**

##### **a) Location of Site Office and Depot**

The establishment of all labour, plant and materials on site and all arrangements in this respect is the responsibility of the Contractor. The Contractor shall inform the Employer's Agent with regard to the land to be used and arrangements made with the owner(s) of the property(ies).

The Contractor shall provide within his own on-site facilities, a suitably furnished office or other venue for meetings. The Contractor shall provide an office and carport for the use of the Employer's Agent. The Contractor shall maintain and service these facilities, as specified in COLTO SECTION 1400.

Before the erection of his camp, offices, stores, plant and accommodation units or any facilities, the Contractor shall satisfy the Employer's Agent that he is familiar with and has taken due cognizance of any pertinent local by-laws, availability of services and statutory regulations. The Contractor's attention is specifically drawn to the regulations pertaining to the accommodation of labourers.

##### **b) Source of Water Supply**

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipework, storage tanks, transport and other items associated with the supply of water for the Works

##### **c) Source of Power Supply**

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works. All of the above are to be preceded by the necessary application and approved by the local authority.

##### **d) Housing**

The Contractor shall be permitted to house only Key Personnel, within his camp site(s). At the commencement of the Contract, the Contractor shall inform the Employer's Agent of his intentions regarding the housing of Key Personnel on Site, and he shall thereafter ensure that all such accommodation is kept neat and tidy, hygienic and properly controlled at all times. Should at any stage of the Contract the Employer and/or the Employer's Agent be of the opinion that the housing of Key Personnel within the camp site(s) of the Contractor is causing disturbance or inconvenience to the landowner or to nearby residents, then the authority

granted by this clause for the Contractor to house Key Personnel on Site may be withdrawn, either partially or entirely.

The Contractor shall at all times conform to all requirements contained in law or bylaws, as well as any other requirements set by the controlling local authority.

**e) Sanitation**

The Contractor shall be responsible under the Contract for all his sanitation requirements.

The Contractor shall ensure that the local requirements and regulations in respect of sanitation and site toilets are complied with at all times. Due to the extended nature of the area of works, the provision of portable chemical toilets that can be moved to the specific area of works must be provided.

**f) Storage And Laboratory Facilities**

Storage must be within the Contractor's designated, fenced off camp site.

**g) Facilities, Vehicles and Equipment**

The Contractor shall provide for the use of the Employer's Agent, maintain and service, the facilities as specified in COLTO 1998 edition, Section 1400.

**C3.1.10.2 Advertising Rights**

The Contractor may display his own advertising board equal in size and number to the project notice board. This advertising board may only be positioned adjacent to the notice board.

**C3.1.10.3 Notice Boards**

The Contractor should issue one notice board, design as per the specifications of the Employer's Agent, shall be supplied and erected by the Contractor near the entrance of Riebeek East Residential Area, the exact position will be pointed out by the Employer's Agent to the Contractor. Notices, signs and barricades as well as advertisements may only be erected where approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right (at no cost to the Employer) to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Any damage to the notice boards shall be repaired within 14 days of a written instruction received from the Employer's Agent. For details of the boards refer to the Standard Drawings contained in this document.



The notice boards shall be manufactured from materials specified in Clause 3.1 of SANS 1200 AB but shall conform in the painting, decorating and detail with the recommendations for the Standard Board of the South African Association of Consulting Engineers (CESA).

All name boards shall be removed 14 days prior to the date of the Final Approval Certificate.

#### **C3.1.10.4 Site Clearance**

A clearing and earthworks plan shall be submitted to the Employer's Agent for approval prior to the commencement of such works. Building rubble from demolishing of structures, kerbs, paving, etc. shall be disposed of at registered dump sites. Charges for the use of such dump sites or any other costs involved with the disposal of material, including transport, will be deemed to be included in the rates for cleaning operations. Burning of any materials on site will not be allowed. Tree stumps shall be disposed of offsite at a registered dump site at no cost to the Employer.

The Contractor shall plan the work in such a way that wind-blown dust is kept to a minimum. Earthworks shall commence immediately after a section is cleared and approved. The Contractor will have a water-truck or other means on standby for spraying the cleared and excavated areas. Cost of water and spraying will be deemed to be included in clearing and excavation items in the Bills of Quantities.

#### **C3.1.10.5 Site Usage**

Unsafe excavations during the builder's holidays and any other non-working days shall be safeguarded at all times from danger to the public and workforce. Safe trench-crossings shall be provided at all crossings. The length of trench left open at any one time may be restricted by the Employer's Agent, should he consider such restriction to be in the interest of public safety.

#### **C3.1.10.6 Permits and Wayleaves**

Environmental Authorization is required under this Contract and will be applied for prior to commencement of the works on site.

There are currently no known services in the area, therefore no wayleave applications were submitted for the area.

#### **C3.1.10.7 Quality Control and Testing of the Works**

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

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

Prior to any examination, by the Engineer, of work completed, the Contractor will supply the Engineer with an approved (by the Engineer) check sheet showing that all the required steps have been correctly completed, signed off by competent staff, and signed off by the Site Agent.

The approval of any section of the works by the Engineer does not release the Contractor of his obligation to take full responsibility for the provision of any portion of the works to comply fully with all the requirements of the Specifications and the Drawings applicable to this Contract.

Any approval by the Engineer of any material, any plant and its operation, any construction procedure, or any section of the finished work, does not imply any relaxation of the requirements governing the quality of the materials or of the finished work, or relieve the Contractor of his obligations and responsibilities under the Contract.

**All test required to be done in a laboratory must be conducted by an independent SANAS approved laboratory. All test results must be submitted directly to the Engineer by the said laboratory.**

The cost of all the testing of materials and workmanship are included in the relevant billed items as per COLTO and these results are thus the property of the Client

### **Testing Principles**

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his Works, the Employer's Agent will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Employer's Agent with the results of his check testing indicating that the work is to specification.

Failure by the Contractor to notify the Employer's Agent or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

The Employer's Agent will be under no obligation to the Contractor to perform the tests. If the Employer's Agent elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of his responsibilities under the specification or in any way limit the tests, which the Employer's Agent may call for or perform in terms of the specification.

Acceptance testing shall be done by a laboratory selected by the Employer's Agent. The Employer's Agent requires twenty four hours' notice from the Contractor in order to perform the relevant acceptance test. All acceptance testing by the Employer's Agent shall be paid by the Contractor.

The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certified. This payment shall consist of the billed amount plus the tendered mark-up.

A Provisional Sum has been provided in Schedule A, Section 1 of the Bills of Quantities to allow for the cost of such testing. The Contractor shall make do allowances for testing procedures in his construction programme.

#### **C3.1.10.8 Dealing with water on the works**

It is required that adequate preventative measures are taken and maintained to ensure that the Works is protected from damage due to water from any source. In the event of these measures failing to protect the Works, action shall be taken immediately to protect the Works from further damage, the costs of which shall be carried by the Contractor. The damage caused by the water shall be made good as directed by the Employer's Agent.

The Contractor shall be responsible for any damages caused by floods, or failure of any part of the dewatering and flood protection structures at the Works. Thus, the Contractor shall repair at his expense any damages to the foundations, structures or any part of the Works.

The cost of all dewatering measures shall be included in the relevant items in the Bill of Quantities and under Preliminary and General.

#### **C3.1.10.9 Inspection of Adjoining Properties**

The Contractor shall record the condition and photograph of all adjoining structures before commencing with construction.

#### **C3.1.11 Construction Programme**

The Contractor shall submit a detailed programme within 14 days of the acceptance of the tender as stipulated in the General Condition of Contract 2015. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, the critical path, the proposed rate of progress and a linked cash flow forecast.

The Contract time span shall include all Saturdays, Sundays, non-working days (public holidays, etc.) as well as an allowance as per Clause 5.12.2 for expected inclement weather and consequential delays during normal working days. The programme shall be agreed between the Employer, Employer's Agent and the Contractor prior to the implementation of the construction of the Works.

Extension of the Contract Period due to inclement weather will only be considered when the number of agreed lost days exceeds the allowance.

***Extension of time granted shall not automatically result in an overall extension of time unless the effect is clearly applicable to the critical path of the agreed Construction programme activities.***

#### **C3.1.11.1 Procedure for the Construction of the Works**

The following procedure shall be followed for the construction of the Works and provision must be made in the construction programme to accommodate this:

- The proposed works setting out information shall be used to set out the Works.

- The Contractor shall locate and expose by hand all existing services that intersect or adjoin the new structures.
- As soon as all the existing services have been exposed, the Employer's Agent shall walk the site with the Contractor to inspect the existing services for clashes and finalise the positions of all the new structures and new services.
- The Contractor shall establish the co-ordinates, the existing ground profile and levels of the existing services and submit the information to the Employer's Agent for the final positioning.
- The Employer's Agent shall issue the final setting out information to the Contractor within 48 hours after submission of data.
- The Contractor shall stay at least one week ahead of construction with the setting out as claims for delays will not be entertained.

The costs for the above method of construction shall be included in the rates for the construction of the Works.

#### **C3.1.11.2 Sequence of The Works**

In order to complete the contract timeously, it is proposed that some of the activities listed in clause

C 3.1.11.1 above, be undertaken concurrently. All areas of the proposed construction Site will be available to the Contractor from the start of the contract. Construction activities must however be undertaken according to the approved programme and disruption of traffic and usual activities on the Site must be kept to a minimum.

#### **C3.1.11.3 Survey Control and Setting Out of the Works**

For the setting out of the Works, refer to COLTO Series 1000; Section 1200 Sub Section 1206

Sufficient beacons will be provided on Site to allow the Contractor to set out the Works. An accurate land survey of the Site was carried out during the design process, but the information shown on the drawings may not be accurate due to other activities, which were conducted on the Site. It is the Contractor's sole responsibility to ensure that these beacons as pointed out to him on Site are not covered, disturbed, or damaged. All costs for the reinstatement of such beacons are to be borne by the Contractor.

Any section or portion of the Work, which has been set out by the Contractor must be checked and verified [by a registered Land Surveyor prior to the commencement of any work. Depending on the findings of the registered Land Surveyor, the Employer's Agent will allow or not allow the Contractor to proceed with the construction of that section or portion of the work. The Contractor will be responsible for hiring and paying for the services of the registered Land Surveyor. The Contractor will be able to recover this cost under the relevant item in the Preliminary and General Section of the Bill of Quantities (BOQ).

Setting-out shall be confirmed by the Employer's Agent before any construction commences. No claims related to the inaccuracy of existing survey information shall be entertained. The Contractor shall arrange for a detail survey of the site prior to the commencement of work to verify Site levels and submit their levels to the Employer's Agent. Failure to survey the Site will be considered as acceptance of the Employer's Agent's site survey for the determining of bulk earthwork's quantities.

No separate payment will be made for any setting-out, the providing of permanent beacons and references pegs, staking, detail surveys, taking cross sections, checking benchmarks, referencing existing road markings or any work described in this clause.

### **C3.1.12 Quality Plans and Control**

The Contractor must submit his Quality Plan indicating Hold, Verify, Monitor and Witness points to the Employer's Agent for approval. The Contractor must comply with all aspects of their approved Quality Control Plan, before requesting the Employer's Agent's approval.

The Employer's Agent's Representative, and the Site Agent will be responsible for the quality control on site.

In the case of high-risk construction activities, the Contractor must submit a method statement to the Employer's Agent, for his approval. The Contractor will only be allowed to continue with this activity after receiving the Employer's Agent's approval. Standard construction methods will not require method statement.

The Contractor must undertake any test required by the Employer's Agent in terms of the Contract and must submit all the test results to the Employer's Agent for approval.

### **C3.1.13 Method Statement**

**The Contractor is required to produce method statements for all construction activities.**

The Contractor's attention is drawn to the requirement for Method Statements for various activities as detailed in the Construction Environmental Management Plan (CEMP).

Environmental method statements must be submitted to the Environmental Control Officer (ECO) for approval and copied to the Employer's Agent.

**The Employer's Agent must approve all method statements regarding construction activities.**

### **C3.1.14 Completion**

The Certificate of Completion shall only be issued upon the submission of all the as-built information and operating instructions, as necessary.

### **C3.1.15 Commissioning and correction of defects**

The commissioning of the Scope of Works is subject to all physical and visual inspection tests being passed.

### **C3.1.16 Environmental**

The Contractor shall comply with the Environmental Management Plan in Part C3.7 Annexures.

The Environmental Control Officer shall liaise directly with the Contractor on general environmental matters but shall be required to channel environmental matters affecting the construction works through the Employer's Agent or the Employer's Agent's Representative.

### **C3.1.17 Accommodation of Traffic on Public Roads Occupied by the Contractor**

The Contractor must ensure public safety measures are applied when crossing roads or excavating adjacent to roads. Half width road crossings shall be utilised to ensure permanent public access during construction.

### **C3.1.18 Bonds and Guarantees**

Bonds and guarantees are to be submitted to the Employer's Agent from whom they can be collected when they are released in accordance with the Contract.

#### **C3.1.19 Proof of Compliance with the Law**

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

- a) Wages and conditions of work
- b) Health and Safety

#### **C3.1.20 Safety on Site**

Occupational, Health and Safety **Act 85 of 1993** as amended by the Occupational Health and Safety Amendment **Act 181 of 1993**.

Contractors must comply with the provisions of the above-mentioned Act and other applicable legislation. Particular attention must be paid to Section 16 of the Act, and the Health and Safety agreement between the Employer and the Contractor Part C3.6.1.

##### **C3.1.20.1 Appointment of Responsible Person**

The Contractor shall ensure that work be carried out under the general supervision of a Responsible Person appointed by the Contractor in writing, in accordance with the provisions of the Regulations made in terms of the Occupational, Health and Safety Act 85 of 1993 as amended by the Occupational, Health and Safety Amendment Act 181 of 1993.

A copy of the letter of appointment and of the appointee's written acceptance thereof shall be lodged with the Employer's Agent BEFORE any Work on Site shall commence.

In addition the Contractor shall provide the Employer's Agent with the name or names of any Health and Safety Representatives appointed in terms of Section 17 of the above-mentioned Act, who has been given the responsibility to ensure that the Site or Sites do not fail the stipulated terms of the Contract.

Whenever the appointed Responsible Person is replaced by another person, the replacement must be appointed, and a copy of the appointment submitted to the Employer's Agent.

##### **C3.1.20.2 Permits**

It shall be the Contractor's responsibility to acquire permits for hazardous work done and if required by legislation.

##### **C3.1.20.3 Reporting of Accidents**

In addition to any statutory obligations the Contractor shall report to the Employer's Agent, on the prescribed forms, all accidents within 24 hours of their occurrence whether such accidents are in respect of damage to the Works or to persons, property or things.

The Employer's Agent shall have the right to make all and any enquiries, either on the Site of the Works or elsewhere, as to the cause and results of such accidents, and the Contractor shall give the Employer's Agent full facilities for carrying out such enquiries.

#### **C3.1.20.4 Requirements and Procedures**

##### **The Tenderer must take note of the following conditions:**

The successful Tenderer will be required to perform the work in accordance with the Act and Regulations, and to sign an undertaking in this respect.

The detailed Health and Safety Plan submitted for approval must identify, as far as is practically possible, the hazards that the Contractor will be expected to contend with.

The Site will not be handed over to the Contractor until either proof of the Contractor's good standing with the Compensation Commissioner, or proof of valid Employers Common Law Liability insurance, has been provided. Where the validity of the letter of good standing (or insurance policy) expires during the contract period, the Contractor will be required to submit new and valid documentation in this regard. Should the Contractor fail to submit renewed documentation, the work will be stopped.

The Health and Safety Officer appointed by the Employer shall liaise directly with the Contractor and SBDM Occupation, Health and Safety Officer on safety matters, but shall be required to channel safety matters affecting the construction works through the Employer's Agent or the Employer's Agent's Representative.

The Contractor shall take special care during construction activities, of the following:

- Flooding of trenches or excavations
- Possibility of collapsing excavations in sandy soils
- Protection of deep excavations and adjacent structures
- Protection of existing services; especially live electrical cables
- Utilisation of plant and vehicles
- Accommodation of traffic and pedestrians
- Storage and stacking of materials
- Good housekeeping and site tidiness
- Provision of welfare facilities
- Dust control
- Erection of structural steel canopies and buildings

The Contractor's safety plan is to be approved and the Contractor's safety officer is to be appointed prior to the commencement of any construction activities.

#### **C3.1.20.5 Protection of the Public**

The Contractor must erect signage and hoarding to ensure the safety of the public / operation staff, in addition to providing safe access to operational facilities at all times all in compliance with the OHS Act.

#### **C3.1.20.6 Barricades and Lighting**

With regard to watching, barricading and lighting the Site, the Contractor is fully responsible for the safety of the Site and shall comply fully with the provisions of the relevant Acts.

Provision shall be made for the safety of the public and the Contractor's employees. The onus is solely on the Contractor to provide adequate watching, barricading and lighting at excavations by day and by night in, accordance with the relevant Acts and Specifications. No claims in this regard will be considered by the Employer.

#### **C3.1.20.7 Occupational Injuries and Diseases Insurance**



The Contractor shall insure his employees against accidents, in terms of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993). This Act is in force in the Republic and the Contractor must furnish a certificate to the effect before commencing any work whatsoever.

#### **C3.1.21 Health and Safety Plan**

The Contractor shall conform to the Health and Safety Specifications from the Employer appended to this document.

The Health and Safety Officer appointed shall liaise with the Contractor on safety matters but shall be required to channel safety matters affecting the construction works through the Employer's Agent or the Employer's Agent's Representative.

#### **C3.1.22 Environmental Management Plan**

The Contractor shall comply with the Environmental Management Plan, included in this document.

The Environmental Control Officer shall liaise directly with the Contractor on general environmental matters but shall be required to channel environmental matters affecting the construction of the work through the Employer's Agent or the Employer's Agent's Representative.

#### **C3.1.23 Recording of Weather**

The Contractor shall provide a rain gauge and two maximum / minimum thermometers. He shall erect them according to the requirements of the weather bureau. The Contractor shall keep a record of the daily rainfall and maximum / minimum temperatures and supply the data to the Employer's Agent on a daily basis.

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds, extremes of temperature and any consequential delays as a result thereof.

However abnormal climatic conditions shall be deemed to exist, in the event that delays occur on the critical path of the Programme due to the above causes exceeding the number of allowed working days as given in the Contract Specific Data. Thus, an extension of time shall be granted for each day or half-day delay in excess of the defined normal conditions.

Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Employer's Agent, and the Contractor shall at his own expense, take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorised persons.

#### **C3.1.24 Format of Communications**

All instructions or requests need to be confirmed in writing through:



- Site instructions
- Requests for inspections
- Refer to Occupational Health and Safety and CEMP requirements respectively.

#### **C3.1.25 Key Personnel**

The Contractor and Employer's Agent must compile a schedule of their Key Personnel with their contact numbers and keep it updated. The list must be made available to the Employer's Agent, Employer and Contractor.

#### **C3.1.26 Management Meetings**

The following formal project meetings will be held on Site, at the office provided by the Contractor for meetings, between the representatives of the Employer, Employer's Agent, Employer's Agent's Representative, the Contractor and relevant Stakeholders:

- Technical meetings (every four weeks – alternating fortnightly with Site meeting)
- Site meetings (every four weeks – alternating fortnightly with Technical meetings)

The representatives must have the necessary delegated authority in respect of aspects such as planning, change management and health and safety. The Contractor shall allow for regular on-site project co-ordination meetings in their programme. It will be required that the Contracts Manager and Site Agent attend all project meetings.

The cost of the requirements above shall be included in rates for Time Related Items.

#### **C3.1.27 Forms for Contract Administration**

The Employer's Agent's Representative has an ER Manual on site which contains pro-forma documents for recording test results, claims and administrative issues.

#### **C3.1.28 Electronic Payments**

Payment Certificates will be processed electronically by the Employer.

#### **C3.1.29 Supporting Documents (refer to Sub-Clause 6.6.4 of GCC)**

The Contractor shall produce all invoices, vouchers and receipts in respect of payments made by him in connection with provisional or prime cost items when he requires payment for these items

#### **C3.1.30 Daily Records**

The Contractor and the Employer's Agent's Representative must keep daily records of resources (people and equipment employed) and daily site diaries to record work performed on the Site.

The Contractor must provide (on a daily basis) a signed copy of the previous day's resources records and site diary inscription to the Employer's Agent's Representative. The notes captured by both parties must be similar, if not issues must be discussed and resolved.

#### **C3.1.31 Payment Certificates**

Measurements for interim and final certificates must be agreed with the Employer's Agent's Representative, prior to the Contractor issuing a VAT invoice.

The Payment Certificates should comprise the following: a cover letter, invoice, Bill of Quantities and a summary page. Quantities must be agreed by site staff, and then submitted to the Employer's Agent for payment.

The Employer's Agent's certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Employer's Agent. The cost of duplicating and delivering copies of the certificate to the Contractor, the Employer's Agent and the Employer shall be borne by the Contractor. The Employer's Agent and the Employer shall require three (3) sets of A4 - sized paper copies in total.

Before any payment for materials on site is certified by the Employer's Agent, the Contractor shall submit to the Employer's Agent for approval cessions from each of the Contractor's suppliers vesting ownership of materials delivered for use on the Site or any authorised extended site to the Contractor.

Furthermore, in order to claim payment for Materials on Site (MOS), the Contractor must provide the Employer's Agent with proof that the aforesaid materials have been paid in full by the Contractor, and have been delivered and stored on site.

The Contractor must submit EPWP forms with the Site Progress Report, which must be submitted on a monthly basis.

#### **C3.1.32 Insurance Provided by the Employer**

No Insurance will be provided by the Employer

#### **C3.1.33 Community Liaison and Community Relations in this Project**

The Contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC), which has been elected by the ISD Consultant (Social Facilitator), appointed by the Employer. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the Contractor and the labourers and the PSC and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC. The CLO and the Executive structure of the PSC (Chairperson, Vice- Chairperson and the Secretary) attend monthly project progress report meetings (site), besides the PSC meetings attended by the full PSC. The Contractor must include in his rates the costs of the five PSC members attending an average of one meeting each month.

The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The Contractor will provide office and stationery for the CLO to be able to perform his or her duties. The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the Consulting Engineers. Remuneration of the CLO is the responsibility of the Consulting Engineers for the period of employment and will change in accordance with change in rates from the Department of Labour. A CLO who fails in the responsibilities / duties he / she is given will be replaced following the procedures as stipulated in his or her contract with the Contractor.

The Terms of reference for the CLO shall be provided by the ISD Consultant and are included in the Contract.

#### **C3.1.34 Community Liaison Officer (CLO)**

##### **C3.1.34.1 Appointment of CLO**

##### **C3.1.34.2 Community Participation**

The Contractor shall make allowance for the employment of a CLO in accordance with the following terms of reference.

**C3.1.34.3 Terms of Reference of the CLO:**

- a) The CLO will be responsible to the Project Steering Committee (PSC), who will be involved in the appointment of the CLO. The CLO should be a person with a good standing and respect in the local community; and would be selected according to the set criteria by the interviewing panel consisting of Local Municipality, ISD Consultant, PSC, Ward Councillor and selected local leadership.
- b) The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The period will include times where small works are busy in the area, e.g. chambers, standpipes and reservoirs. The period will end when no further Work is required.
- c) The Contractor will provide office space and stationery for the CLO to carry out his / her duties.
- d) Remuneration for the CLO will be the Consulting Engineers responsibility for the period of employment. The unit for measurement shall be months, i.e. the amount of months required for the Construction Period, which is equivalent to the CLO employment term.
- e) A CLO who fails in his / her responsibilities may be replaced in consultation with the PSC and ISD consultant.
- f) The CLO will liaise with the following people in performing his / her activities:
- g) **Contractor:**
  - Organise and assist the Contractor in explaining to all local labourers (workers) the labour-based construction model.
  - Ensure local labourers understand their task and the principles behind task work.
  - Ensure local labourers are informed of their conditions of temporal employment.
  - Keep written record of interviews and community liaison, which should be summarised and included in the monthly progress reports.
  - Collect monthly welfare reports and submit to social facilitators.
  - Ensure that Contractor's local labourers are paid what is due to them and in time.
  - Assist in the recruitment of local labour.
  - Promote and maintain sound relations with community stakeholders and other role players.
  - Screen the supplied local labour by the community, through the Project Steering Committee, to ensure compliance with the agreed upon recruitment policy and the government's labour employment targets.
  - Inform local labour about their conditions of temporary employment, to ensure their timeous availability and inform them timeously when they would be relieved, where the rotation of labour is applicable.
  - Keep the labour register of local labourers and manage records of the project's local labourers and be able to provide reports on employment statistics.
  - Consult on all decisions regarding local problems and any matters of importance that, in any way will be of relevance to the Contract.
  - To be on Site on a daily basis.
  - To register concerns / perceptions and raise them in the PSC meetings.

- Attend all site meetings and briefing for work procedures.
- Attend site and PSC meetings to present monthly report on the local community labour involvement and site matters.
- Identify possible labour disputes and any disciplinary matters and advise the Site Agent / Foreman. Assist in the resolution and where necessary call for the assistance of the Social Consultant for the resolution of the conflicts.
- Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- Assist the Contractor in preparing records of project employees. Assist the Contractor in making task measurements and the records thereof.
- Monitor the production of individual task workers and arrange replacement of those workers who fail to produce a reasonable task output.
- Communicate daily with the Contractor to determine additional labour requirements with regard to numbers and skills and pass this on to the PSC.
- Attend weekly meetings with the Contractor and make a weekly written report which shall be a prerequisite to being paid.

h) **Social Facilitators:**

- Assist in convening of workshops.
- Disseminate information to PSC members.
- Articulate implementing agency policies to PSC members.
- Communicate local labour requirements.
- Attend induction training programmes for workers and induct local labourers.
- Submit monthly welfare reports to the Social Facilitators PSC.
- Communicate local labour and skills requirements to the PSC.
- Assist in the recruitment and engagement of workforce.
- Verify local labour records and ensure all engaged qualify as per the Contract requirements.
- Investigate and report all labour dispute matters to the PSC, advise Site Agent on resolution.

#### **C3.1.34.4 Certificate of Service**

The Contractor shall provide each employee (local labourer) with a certificate of service upon the termination of employment.

#### **C3.1.34.5 Limitations on the Use of Mechanical Plant**

This is a labour-intensive Contract. Whenever possible, the use of labour-intensive methods must be given priority and must be maximized.

#### **C3.1.34.6 Sub-Letting of the Works**

The Contractor may not sub-let more than 25% of the value of the Works to any other enterprise.

Furthermore, the Contractor may not sub-let more than 25% of the value of the Works to any other enterprise that does not have a an equal or higher B-BBEE status level than the Contractor concerned, unless the contract is sub-let to an EME that has the capacity and ability to execute the sub-contract.

#### **The following work packages have been identified by the Engineer for the sub construction of work:**

- Construction of 2000 m<sup>2</sup> of concrete block paving
- Construction of 800 m of concrete Kerbs and channelling.

A criteria for engagement of SMME's will be determined and agreed upon by the Client, The Engineer and the Contractor.

## C3.2: ENGINEERING

### C3.2.1 Design Services and Activity Matrix

Responsibilities in terms of design are as follows:

- |   |            |
|---|------------|
| • Concept, feasibility and overall process                | Engineer   |
| • Basic Engineering and detail layouts to tender stage    | Engineer   |
| • Final design to approved for construction stage         | Engineer   |
| • Temporary works   | Contractor |
| • Preparation of accurate information for record drawings | Contractor |

### C3.2.2 Design Brief

The Contractor will not be required to provide any Engineering services such as designs.

### **C3.3.1 Preferential Procurement Procedures**

#### **C3.3.1.1 Requirements**

State requirements appropriate to the methodology and procedures which are to be followed. (See Annex A of SANS 10396). Make reference to Preference Schedules, if any.

#### **C3.3.1.2 RESTRICTION OF THE UTILISATION OF PERSONNEL IN THE PERMANENT EMPLOYMENT OF THE CONTRACTOR**

This Project is not identified as a labour-intensive project. Where labour intensive methods are required and instructed by the Employer's Agent if required the Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below. The Contractor shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the CLO and the PSC that will be established for the project in consultation with the various communities that are established in proximity to the Works.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 5.5 of GCC 2015 3<sup>rd</sup> Edition, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Section T2.1.A19 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

"Key personnel" means all contract managers, site agents, site clerks, materials technicians survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Employer's Agent may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Employer's Agent to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works, provided that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above and in clause C3.1.4;
- b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof. Situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- c) Any other circumstances which the Engineer may deem as constituting a warrant.

### C3.3.1.3 Provision of Temporary Workforce for the Contract

Only where instructed by the Employer's Agent shall the Contractor employ labour from the local community through the CLO and the PSC that will be established for this purpose except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of clause 4.11 of the Conditions of Contract.

Although the Contractor shall adhere to the statutory minimum wage rates (see clause 4.5 of the Conditions of Contract), he is however at liberty to negotiate additional incentive payments based on performance.

The Occupational Health and Safety Act as amended must be adhered to with reference to the safety of any employee employed by the Contractor.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise, contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions:

**Employment and Sub-Contract agreements shall make clear reference to at least the following conditions:**

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company policy regarding:
  - Rain time
  - Sickness and absenteeism
  - Disciplinary matters
  - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued.

### C3.3.1.4 Training

#### **Trade Specific Training**

The Contractor shall be responsible for providing diverse accredited training to various trade groups, as well as to provide normal in-service training for all staff that he will be employing on the Contract. The Contractor shall develop and facilitate initial training sessions for all parties, as well as training sessions at specified intervals to supplement the initial training. An accredited trainer shall be present at all training sessions.

All training courses must be approved by the Employer's Agent and the Employer before they are implemented by the Contractor. All training modules or courses must be CETA certified, and trainers must be CETA accredited and all personnel who are trained are to receive CETA certificates upon successful completion of their training.

Provision (Provisional Sum) is made in the Schedule of Quantities for the training of the local personnel and local labour. The Contractor will be responsible for normal in-service training of his own permanent employees, and he shall allow for this in his tendered rates and prices.

**In-Service Training of Students**

The Contractor will be responsible for the in-service training of one (1) Civil Engineering students who will be seconded to the Contractor by SBDM. The salary cost, accommodation, and site allowance of the students for the full duration of the contract will be the responsibility of the Engineer.



### **C3.4: STANDARD AMENDMENTS ISSUED BY COLTO**

#### Notes to tenderer

1.The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended shall apply to this contract. The amendments are those issued by COLTO and reproduced in Part C.3.4, together with amendments as Setout in Part C3.5.

2.The general conditions of contract applicable to this contract are the “General Conditions of Contract for Construction Works”, 3<sup>rd</sup> Edition 2015, issued by the South African Institution of Civil Engineering (SAICE). The necessary amendments to the Standard Specifications have been made and included in the Contract Data contained in this document.

3.The terms “Schedule of Quantities” and “Bill of Quantities” and “Pricing Schedule” are synonymous.

## C3.5: CONSTRUCTION SPECIFICATIONS

### C3.1.34.7 Applicable COLTO Standards

- COLTO 1998 Standard Specifications for Road and Bridge Works For State Authority

### PROJECT AMENDMENTS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

This C3.5 of Construction Specifications, contains amendments and additions to the standard specifications.

In certain clauses, the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract.

Where amendments are made to the standard specification, these are intended to clarify the relevant clause or to specify certain work items in a manner more applicable to the Contract.

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

The contractor shall read each clause of part C3.4 carefully and fully acquaint himself with its meaning and implications. The requirements of part C3.4 take precedence over the Standard Specifications.

### SECTION 1100 DEFINITIONS

Add the following new clauses to Section 1100:

#### B1156 ACCEPTANCE CONTROL

Acceptance control means whatever testing the Engineer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the Contractor. Such testing will be carried out at the cost of the Employer in either the Engineer's laboratory or one approved by him.

Acceptance control testing will be carried out by an off-site laboratory for the Engineer. The test results and measurements will be assessed in terms of Section 8300 of the standard specifications, that is Quality Control Scheme 2.

### SECTION 1200 GENERAL REQUIREMENTS AND CONDITIONS

#### B1202

(1) There is currently no as-built drawings available for the area, therefore Contractor is required to expose services before construction commences. Should there be any Telkom lines that require to be relocated or damaged when Contractor is exposing the services, provision is made for the relocation or realigning the line.

(2) There is currently no as-built drawings available for the area, therefore Contractor is required to expose services before construction commences. Should there be any water lines that require to be relocated or damaged when Contractor is exposing the service, provision is made for the relocation or realigning the line.

(3) Should there be any encroachments on the road reserve the Contractor is required to move the existing fence to the boundary determined by the Makana Municipality, provision is made for the relocation and any damage caused to the fence during this relocation.

#### B1204

Contractor is to find similar CETA accredited training courses, course outline to be approved by the Engineer before being rolled out. The rate for this item must cover all expenses incurred in dealing with the listed training and Contractor is to provide proof of attendance by submitting attendance register and certificates given to persons that have completed the training.

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

*Add to clause 1206 the following:*

The contractor shall use appropriate methods for setting out the works to be constructed by labour-based methods. This may include the use of special templates and sight rails and other suitable implements, which will assist labourers in construction works to the required lines, levels and standards. The cost of these implements and additional setting-out procedures shall be included in the rates for the works items and no separate payment will be made for them.

*Delete the phrase “ and of Clause 14 of the General Conditions of Contract” from the first sentence of the sixth paragraph.*

## **B1209 PAYMENT**

### **(a) Contract Rates**

*The first sentence of the second paragraph of this sub-clause shall be deleted and replaced by the following:*

The Tenderer is required to enter a rate or price against every item listed in the Schedule of Quantities. Zero rates or prices will not be accepted. The tenderer may indicate that compensation for an item which is included elsewhere. In this case it shall be understood that the tenderer will not receive any payment for items marked “included”.

### **(b) Rate to be inclusive.**

*Add to the first paragraph of Clause 1209(b) the following:*

Value Added Tax (VAT) shall be excluded from the tenderer rates. The tax shall be provided for as a separate line item in the calculation of the tender sum.

## **B1214 CONTRACTOR’S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED**

*Add the following to the last paragraph of Sub-clause (d)*

These written statements shall be handed to the Engineer before the final certificate will be issued. Failure to obtain these written statements from all landowners and authorities concerned, will result in the Defects Liability Period being extended, including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the Contractor of execution of any of this obligation to the satisfaction of the landowner or authority concern, or to the approval of the Engineer”.

## **B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL AND WATER**

*Add to clause 1215 the following:*

Extension of time resulting from abnormal rainfall shall be determined in terms of Methods

- (i) (Rainfall Formula).

## **B1224 THE HANDING OVER OF THE ROAD RESERVE**

*Add to Clause 1224 the following:*

The entire road reserve will be handed over to the contractor on the commencement of the contract. The contractor shall then be responsible for the accommodation of traffic and all routine maintenance of these roads from the date of the handing-over of the site until the date of issue of the certificate of completion of the works.

Once the Certificate of Completion of the works has been issued the responsibility for normal maintenance of the road (e.g. collection of litter, clearing of drains, repair of road signs damaged by the public, etc.) shall revert to SBDM.

## **B1231 SECURITY**

The Contractor is responsible for the effecting of safety and security of plant and personnel on and around the site of the works, and no claims in this regard will be entertained by the employer.

Contractors are expected to use common sense and good judgement in assessing their security requirements. Under no circumstances will additional payment be made for items such as security fencing, e.g. razor coil wire, mobile radios, control on stockpiles of materials and fuel, or any other measures normally associated with the provision and maintenance of security on site.

Security arrangements will be deemed to be included in the amounts tendered for items 13.01 (a)

## **B1232 DRAWINGS**

One full size set of print of the drawings shall be kept by the Contractor on the Site and these shall be all reasonable times be available for inspection and use by the Engineer and his representative, or by any other person so authorized by the Engineer in writing.

The drawings shall not be used by the Contractor for any other purpose other than the execution of the works.

All information in the possession of the Contractor which is required by the Engineer's representative for the completion of "as-built" drawings, shall be submitted to the Engineer's representative before a completion certificate issued.

Only figured dimensions on the drawings shall be used, and drawings shall not be scaled. The Engineer shall supply and figured dimension which have been omitted from the drawings.

Additional drawings may be issued as necessary to the Contractor by the Engineer from time to time during the progress of the works. The Contractor shall timeously notify the Engineer of the priority in which drawings and details are required.

## **B1233 MATERIALS**

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do so comply. Where so specified, material shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the Site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all propriety materials shall be used and placed strictly accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Earth, stone, gravel, sand and all other materials excavated or present on the Site or in borrow areas provided by the employer shall not become the property of the employer and except as and to the extent required elsewhere in the Contract, shall not be interfered with by the contractor in anyway.

No materials to be included in the works shall be damaged in any way and, should they be processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorized by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

**(a) Ordering of materials**

Immediately upon his Tender being accepted, the Contractor shall order materials which are in short supply or for which the delivery period may be long. The quantities set out in the Bill of Quantities have been determined from calculations based on data available at the time and should therefore be only approximate quantities. The contractor shall therefore, before ordering materials of any kind, check with the engineer the quantities required. No liability or responsibility whatsoever shall attach to the employer for materials ordered by the contractor except if they have been ordered in accordance with written confirmation issued by the engineer.

***Add the following new payment item:***

<b>Item</b>	<b>Unit</b>
<b>B12.02 Relocation of services on site</b>	<b>Prov. Sum</b>
The rate for this item must cover all expenses incurred in dealing with relocation of services that are obstructing during construction.	
<b>B12.04 Provision for training</b>	<b>Prov. Sum</b>
The rate for this item must cover all expenses incurred in dealing with the listed training and Contractor is to provide proof of attendance by submitting attendance register and certificates given to persons that have completed the training.	
<b>B12.05 Full time CLO</b>	<b>Sum</b>
Contractor shall be given a CLO to work with full time on site, the CLO shall be paid in monthly instalments of R 6300 per month inclusive of the stipend, airtime and data for the duration of the contract.	

**SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**Add the following new Clauses to this Section of the Specifications**

**B1302 SAFETY**

The Contractor must comply with the Occupational Health and Safety Act (Act No 85 of 1993) as amended as well as all the publications pertaining to the act or as specified in the Contract Document including

Environmental management: A staff member will be appointed as the Health and Safety representative and will need to complete a site inspection register on a monthly basis.

The Contractor shall nominate a Construction Health and Safety Officer, who will always be responsible, including after hours, nights, weekends and public holidays, for the safety of the work area. The accommodation of traffic will be supervised by the Construction Safety Officer. All standard safety procedures and documentation must be adhered to.

The travelling public and emergency services shall have the right of way on public roads. The Contractor shall make use of approved methods to control the movement of this equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs and flicker lights in good working conditions shall constitute ample reason for the Engineer to suspend work until such road signs and road safety ancillaries have been repaired or reinstated to the Engineers satisfaction.

All construction vehicle and equipment must be highly visible with flashing lights, reflective markings, stickers, etc. Operators must be aware of the public at all times.

In areas of steep embankments where public access cannot be limited, for example on bridge approaches temporary guardrails will be erected where instructed by the Engineer so that pedestrians can proceed safely. All open excavations to be cleared demarcated with danger tape, etc.

The contractor shall make available, for the duration of the contract, safety helmets, jackets, gum boots and other necessary safety equipment for sole use by the engineer, his representative(s) and any other stakeholder that visits the site.

## **PAYMENT**

***Add the following new payment items:***

<b>Item</b>	<b>Unit</b>
<b>B13.02 Health and Safety Plan</b>	<b>Lump Sum</b>

The lump sum shall include full compensation for assessing the risks associated with the Works, reviewing and taking cognisance of the Employer's health and safety specifications and/or requirements, preparing the Contractor's health and safety plan and for the submission of a copy of the plan to the Engineer.

<b>B13.03 Implementation of Health and Safety Plan</b>	<b>Month</b>
--	--------------

The contract rate shall include full compensation for implementing the health and safety plan, including the provision of a dedicated, full time health and safety officer, carrying out all the required site health and safety training and briefings, staff medical evaluations, monitoring and administering the health and safety plan and for supplying all transport, personal protection safety items, other health and safety equipment, safety notices and any other health and safety related items that are required on site.

<b>B13.04 SMME Management</b>	<b>Monthly</b>
-------------------------------	----------------

The rate shall include full compensation for monthly training and management of SMME's involved in the project. See page 130 for SMME scope of works.

## **SECTION 1400: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

*Replace clause 3.2 of SANS 1200 AB with the following:*

The contractor shall provide and furnish office space for the Engineer. The office shall consist of the following:

- Desk with lockable drawers
- One high chair
- Access to printing and photocopy facilities
- Plug point to electricity
- Multi-plug extension

## **PAYMENT**

### **B1410 PROVISION OF PHOTOSTAT FACILITIES**

*Replace the first paragraph with the following:*

The tendered lump sum shall include full provision for providing and maintaining an approved photocopier (capable of making A3-sized copies) and its use, including all accessories such as paper, etc, for making a maximum number of 500 A4 copies per month.

***Add the following new payment item:***

Item	Unit
<b>B1411(a) Provision of traffic safety equipment for use by the engineer and client</b>	<b>No</b>

The rate shall include the full compensation of providing 5 reflective safety bomber jackets with the Sarah Baartman District Municipality Logo. Sizes for the jacket to be confirmed with the awarded tenderer.

## **SECTION 1700: CLEARING AND GRUBBING**

### **1704 MEASUREMENT AND PAYMENT**

Item

#### **B17.01 Clearing and Grubbing**

*Add to Payment Item 17.01 the following:*

Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work.

Within the road reserves clearing and grubbing will only be measured and paid for where required for road works and areas outside the road reserve. All topsoil removed in this process must be stockpiled in heaps not exceeding 2m in height for later use during rehabilitation and landscaping.

Payment item B17.01(b) to include clearing and grubbing in areas outside the road reserve.

***Add following payment item***

Item	Unit
<b>B17.01 Clearing and grubbing</b>	
Payment under Item B17.01 will be distinguished as follows:	
(a) Clearing and grubbing to improve site distance at intersections and accesses, and on cut batters	hectare(ha)
(b) Clearing and grubbing in the road reserve for the road works	hectare (ha)

## **SECTION 1800: DAYWORKS**

### **B1801 SCOPE**

This section covers the listing of daywork items in accordance with General Conditions of Contract Subclause 13.6 as amended by Particular Condition, for the use in determining payment for work which cannot be quantified in specific units in the Bill of Quantities, or work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Bill of Quantities.

### **B1802 DAYWORKS**

No daywork shall be undertaken unless written authorisation has been obtained from the Engineer. Work will be classified as daywork only if the Engineer consider no other rate in the Schedule of Quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under daywork in terms of clause 40(3) of the General Conditions of Contract will be issued at the discretion of the Engineer. Some or all of the items priced under daywork in the Schedule of Quantities may possibly not be required for this contract.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

***See payment items on BoQ attached***

## **SECTION 2200: PREFABRICATED CULVERTS**

### **B2218 MEASUREMENT AND PAYMENT**

*Add to Payment Item 22.05 the following:*

Rate to include the construction of the top deck slab and floor slab. Payment for floor slab will not be made separately.

*Add to Payment Item 22.14 the following:*

Any material salvaged from the demolished structure, may only be used on receipt of site instruction from Engineer.

All the removed pipelines should not be stacked but disposed of.

## **SECTION 3300: MASS EARTHWORKS**

### **B33.01 MEASUREMENT AND PAYMENT**

Remove Free haul up to 0.5km on Payment Item 33.01 and replace with the following:

Free haul to be up to 1km

## **SECTION 5600: ROAD SIGNS**

### **B56.09 MEASUREMENT AND PAYMENT**



*Add following Payment Item:*

Item	Unit
<b>B56.10 Supply and Install Road Signs</b>	<b>No</b>

Tendered rate shall include full compensation for all the labour and material, lettering posts, backfilling with concrete etc. as may be necessary for completing the works in accordance with the details shown on drawings.

#### **SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS**

##### **7304 MEASUREMENT AND PAYMENT**

*Add following Payment Item:*

Item	Unit
<b>B73.04 250 Micron SABS Black Plastic Sheet</b>	<b>m2</b>

Tendered rate shall include full compensation for the supply of labour and material.

## C3.6: MANAGEMENT

### C3.1.35 Management of the Works

#### C3.1.35.1 Applicable SANS 1921 Standards

- SANS 1921-1:2018 Part 1 General Engineering and Construction Works
- SANS 1921-2:2018 Part 2 Accommodation of Traffic on Public Roads Occupied by the Contractor
- SANS 1921-4:2018 Part 4 Third-party Management Support in Works Contracts
- SANS 1921-5:2018 Part 5 Earthworks Activities which are to be Performed by Hand
- SANS 1921-6:2018 Part 6 HIV/AIDS Awareness

#### C3.1.35.2 Particular Specifications (C3.7 – Annexes)

Refer to C3.7 – Annexes for: -

- HEALTH AND SAFETY SPECIFICATIONS - SEE ANNEX 3.7.1
- CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN - SEE ANNEX 3.7.2

### C3.5.1.3 Planning and Programming

#### i) Construction Programme

The Contractor shall submit a detailed programme within 14 days of the Commencement Date as stipulated in the General Conditions of Contract 2015. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

This programme shall be in the form of a bar chart with the critical path clearly defined and will include the allowance for abnormal climatic conditions as specified in the Tender Data.

The Contractor is to allow eight weeks at the start of the contract to produce a detailed assessment of the work that has been done on site by the previous contractor and report to the Employer's Agent if any of the work is fit to be used. A further two weeks to be allowed for the Employer's Agent. This programme shall be in the form of a bar chart with the critical path clearly defined and will include the allowance for abnormal climatic conditions as specified in the Tender Data.

The Contract time span shall include all Saturdays, Sundays, non-working days (public holidays etc.) as well as an allowance as per Clause 5.12 Extension of Time for expected inclement weather and consequential delays during normal working days. The programme shall be agreed between the Employer and the Contractor prior to the implementation of the construction works.

#### ii) Material Delivery Programme

The Contractor must prepare a programme showing their planned material delivery dates, and to this end, they must ensure that orders are placed timeously with suppliers to meet their programme. Extension of time may be granted for non-availability of materials, subject to the Contractor satisfying the Engineer that the orders were timeously placed.

#### iii) Time delays and extension of time

Extension of the Contract Period due to inclement weather will only be considered when the number of agreed lost days exceeds the allowance.

Extension of time granted shall not automatically result in an overall extension of time unless the effect is clearly applicable to the critical path of the agreed Construction programme activities.

#### **C3.5.1.4 Sequence Of The Works**

In order to complete the contract timeously, it is proposed that some of the activities listed in clause C 3.5.1.3 above, be undertaken concurrently. All areas of the proposed construction site will be available to the Contractor from the start of the contract. Construction activities must however be undertaken according to the approved programme and disruption of traffic and usual activities on the site must be kept to a minimum.

The Contractor will not be permitted to proceed with any further constructions of pavement layers before successful compaction density tests have been achieved on each layer of the pavement. Pavement layers may proceed at the rate of the sections being released by successful testing.

No relaxation will be approved on this requirement whatsoever.

#### **C3.5.1.5 Methods and Procedures**

##### **C3.5.1.5.1 Method Statements**

The Contractor is required to produce method statements for all construction activities.

The Contractors attention is drawn to the requirement for Method Statements for various activities as detailed in the Construction Environmental Management Plan (CEMP) and included in this document.

Environmental method statements must be submitted to the Environmental Control Officer (ECO) for approval and copied to the Engineer.

The Engineer must approve all method statements regarding construction activities prior to any construction work commencing.

##### **C3.5.1.5.2 Testing Principles**

Every completed layer or section of the Works shall be subjected to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his works, the Engineer will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Engineer with the results of his check testing indicating that the work is to specification.

Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of his responsibilities under the specification or in any way limit the tests, which the Engineer may call for or perform in terms of the specification.

##### **C3.5.1.5.3 Approved Laboratories**

Acceptance testing shall be done by a SANAS accredited laboratory selected by the Engineer. The Engineer requires twenty-four hours' notice from the Contractor in order to perform the relevant acceptance test. All acceptance testing by the Engineer shall be paid by the Contractor.

The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certified. This payment shall consist of the billed amount

plus the tendered mark-up. A Provisional Sum has been provided in Provisional and General Section of the Bills of Quantities to allow for the cost of such testing. The Contractor shall make due allowance for testing procedures in his construction programme.

#### **C3.5.1.5.4 Completion**

The Certificate of Completion shall only be issued upon the submission of all the as-built information and operating instructions as necessary.

#### **C3.5.1.5.5 Commissioning and correction of defects**

The commissioning of the pipelines is subject to all physical and visual inspection tests being passed.

#### **C3.5.1.5.8 Recording of weather**

The Contractor shall provide a rain gauge and maximum/minimum thermometer. He shall erect them according to the requirements of the weather bureau. The Contractor shall record and keep a record of the daily rainfall and maximum/minimum temperatures and supply the data to the Engineer on a daily basis.

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds, extremes of temperature and any consequential delays as a result thereof. However, in the event that delays to critical activities due to the above causes exceed the number of allowed working days as given in the tender data, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted for each day or half-day delay in excess of the defined normal conditions.

Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Engineer, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorised persons.

#### **C3.5.1.5.9 Format of communications**

All instructions or requests need to be confirmed in writing through:

- Site instructions
- Requests for inspections

#### **C3.5.1.5.10 Key personnel**

The Contractor and Employer's Agent must compile a schedule of their Key Personnel with their contact numbers and keep it updated. The list must be made available to the Engineer, Employer and Contractor.

#### **C3.5.1.5.11 Management meetings**

The following formal project meetings will be held at the office of the Engineer's Representative or boardroom between the representatives of the Employer, Engineer and the Contractor:

- Technical meetings (monthly)
- Site meetings (monthly)

The representatives must have the necessary delegated authority in respect of aspects such as planning, change management and health and safety. The Contractor shall allow for regular

on-site project co-ordination meetings in their programme. It will be required that the Contracts Manager and Site Agent attend all project meetings.

The cost of the requirements above shall be included in rates for Time Related Items.

#### **C3.5.1.5.12 Daily records**

The Contractor must keep accurate daily records of resources (people and equipment employed) and site diaries in respect of work performed on the site. A signed copy of the previous day's daily record must be provided to the Employer's Agent on a daily basis and signed off by the Engineers representative confirmation of the accuracy of the daily records.

#### **C3.5.1.5.13 Payment Certificates**

Measurements for interim and final certificates must be agreed with the Employer's Agent prior to the issuing of a VAT invoice by the Contractor.

The Payment Certificates should comprise the following: a cover letter, invoice, schedule of quantities and a summary page. Quantities must be agreed by site staff, and then submitted to the Employer's Agent for payment.

The Engineer's certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Employer's Agent. The cost of duplicating and delivering copies of the certificate to the Contractor, the Employer's Agent and the Employer shall be borne by the Contractor. The Engineer and the Employer shall require three (3) sets of A4-sized paper copies in total.

Before any payment for materials on site is certified by the Engineer, the Contractor shall submit to the Engineer for approval cessions from each of the Contractor's suppliers vesting ownership of materials delivered for use on the site or any authorised extended site to the Contractor.

Furthermore, in order to claim payment for Materials on Site (MoS), the Contractor must provide the Engineer with proof that the aforesaid materials have been paid in full by the Contractor and have been delivered and stored on site.

#### **C3.1.35.3 Quality Plans and Control**

Prior to any work commencing on site the Contractor must submit for approval by the Engineer, a Quality Control System for the control of work done on site indicating Hold, Monitor, Witness and Verify points. This Quality Control System must make provision for quality check lists to be signed off by the Contractor's supervisory staff as the work progresses and finally signed off by the Site Agent before he requests the Engineer or his representative to witness or verify the completed work.

The Engineer's representative and the Site Agent will be responsible for the quality control on site.

In the case of high-risk construction activities, the Contractor must submit a method statement to the Engineer, for his approval. The Contractor will only be allowed to continue with this activity after receiving the Engineer's approval. Standard construction methods will not require method statements.

The Contractor must undertake any test required by the Engineer in terms of the Contract and must submit all the test results to the Engineer for approval.

#### **C3.1.35.4 Environment**

The Contractor shall comply with the Environmental Management Plan of this document. The Environmental Control Officer, appointed by the Client, shall liaise directly with the Contractor on general environmental matters but shall be required to channel environmental matters affecting the construction works through the Engineer or the Engineer's Representative.

#### **C3.1.35.5 Accommodation of Traffic on Public Roads Occupied by the Contractor**

The Contractor must ensure public safety measures are applied when crossing roads or excavating adjacent to roads. Half width road crossings shall be utilised to ensure permanent public access during construction.

#### **C3.1.35.6 Bonds and Guarantees**

The original Bonds and guarantees are to be submitted to the Engineer from whom they can be collected when they are released in accordance with the contract.

#### **C3.1.35.7 Proof of Compliance with the Law**

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

- i) Wages and conditions of work.
- ii) Health and Safety
- iii) Environmental Requirements

#### **C3.1.35.8 Insurance Provided by the Employer**

No insurance shall be provided by the Employer.

#### **C3.1.36 Health and Safety**

##### **C3.1.36.1 Health and Safety Requirements and Procedures**

The Tenderer must take note of the following conditions:

All tenderers are required to submit a Health and Safety Plan with their tenders as required by the Occupational Health and Safety Act, No. 85 of 1993 as amended and the Construction Regulations, 2014.

The successful tenderer will be required to construct the works in accordance with the Act and Regulations, and to sign an undertaking in this respect.

The detailed Health and Safety Plan submitted with the tender for approval, must identify, as far as is practically possible, the hazards that the Contractor will be expected to contend with.

The site will not be handed over to the Contractor until either proof of the Contractor's good standing with the Compensation Commissioner, or proof of valid Employers Common Law Liability insurance, has been provided. Where the validity of the letter of good standing (or insurance policy) expires during the contract period, the Contractor will be required to submit new and valid documentation in this regard, failing which, the work will be stopped.

The Contractor shall conform to the Health and Safety Specifications of the Employer appended to the Contract Documents. The Health and Safety Officer appointed by the Employer shall liaise directly with the Contractor on safety matters but shall be required to channel safety matters affecting the construction works through the Engineer.

The Contractor shall take special care during construction activities, of the following:

- Possibility of collapsing trenches in sandy soils.
- Protection of existing services; especially live electrical cables.
- Utilisation of plant and vehicles.
- Accommodation of traffic and pedestrians.
- Storage and stacking of materials.
- Good housekeeping and site tidiness.

- Provision of welfare facilities.
- Dust control.

The Contractor's safety plan shall be approved, and the Contractor's safety officer shall be appointed prior to the commencement of any construction activities.

#### **C3.1.37 Environmental Management Plan**

The Contractor shall comply with the Construction Environmental Management Plan from the Employer appended to the Contract Documents. The Environmental Control Officer shall liaise directly with the Contractor on general environmental matters but shall be required to channel environmental matters affecting the construction works through the Engineer or the Engineer's Representative. All tenderers are required to submit an Environmental Management Plan in compliance with the requirements of the Employer's Construction Environmental Management Plan.

#### **C3.5.4 Protection of the Public**

The Contractor is responsible for the erection, maintenance and removal upon completion of hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways, etc, as necessary for the enclosure of the works or portions thereof, to ensure the safety of the public and the operation staff, in addition to providing safe access to operational facilities at all times.

##### **C3.5.4.1 Barricades and Lighting**

With regard to watching, barricading and lighting the site the Contractor is fully responsible for the safety of the site and shall comply fully with the provisions of the relevant acts.

Provision shall be made for the safety of the public and the Contractor's employees. The onus is solely on the Contractor to provide adequate watching, barricading and lighting at excavations by day and by night in accordance with the relevant acts and specifications, no claims in this regard will be considered by the Employer.

##### **C3.5.4.2 Forms for Contract Administration**

The Engineer's Representative has an ER Manual on site which contains pro-forma documents for recording test results, claims and administrative issues.

##### **C3.5.4.3 Supporting Documents (refer to Sub-Clause 6.6.4 of GCC 2015 3<sup>rd</sup> Edition)**

The Contractor shall produce all invoices, vouchers and receipts in respect of payments made by him in connection with provisional or prime cost items when he requires payment for these items.

#### **C3.5.4.4 Community Liaison Officer (CLO)**

##### **C3.5.4.4.1 Appointment of CLO**

The Contractor shall make allowance for the employment of a CLO in accordance with the following terms of reference (ToR).

##### **C3.5.4.4.2 Terms of Reference of the CLO**

- i) The CLO will be responsible to the Project Steering Committee (PSC), who will be involved in the appointment of the CLO. The CLO should be the person with a good standing and respect in the local community and would be selected according to the set criteria by the interviewing panel consisting of Local Municipality, ISD Consultant, PSC, Ward Councillor and selected local leadership.
- j) The minimum requirement for the appointment of a Community Liaison Officer are given below:
  - Should have a Grade 12 school leaving certificate with ability to read and write in English and the relevant language spoken by the community.
  - Should be able to demonstrate or provide evidence of knowledge of the community and forming good relations with the community.
  - Should be able to recruit local labour for contract employment.
  - Should be able to identify local enterprises as suppliers or subcontractors.
  - Should be reliable and accountable.
  - Should have an understanding of construction and be able to communicate with contractors and subcontractors.
  - Should reside in the community.
- k) The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The period will include times where the Contractor's responsibilities are limited to the construction of small works in the area, e.g. chambers, standpipes and reservoirs. The period will end when no further work is required.
- l) The Contractor will provide office space and stationery for the CLO to carry out his / her duties.
- m) A CLO who fails in their responsibilities may be replaced in consultation with the PSC and ISD consultants.
- n) Duties and Responsibilities of the CLO:

The Community Liaison Officer shall:

- Represent the community and assist the employer, the employer's agent and the contractor with communication between them and the community.
- Inform community regarding the project detail, safety precautions and programme.
- Be available at the site offices generally between the hours of 07:00 and 09:00 and again from 15:00 until end of working day. Normal working hours will be from 07:00 am till

17:00.

- Assist with relocation of people, where applicable.
- Maintain an up-to-date record of potential employees within the community and provide the contractor with copies of this information.
- To identify, screen and nominate labour from the community in accordance with the contractor's requirements and determine, in consultation with the contractor, the needs of
  - local labour for employment and relevant technical training, where applicable.
  - Liaise between contractor and labour regarding wages and conditions of employment.
  - Communicate daily with the contractor on labour related issues such as numbers and skills.



- Have a good working knowledge of the contents of the contract document regarding labour and training matters.
- Attend all meetings at which the community and/or labour is represented or discussed.
- Co-ordinate and assist with the obtaining of information regarding the community's needs (questionnaires, etc.).
- Inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform them timeously of when they will be relieved.
- Ensure that all labour involved in activities when tasks have been set, are fully informed of the principle of task-based work.
- Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- Arrange venues for training if required.
- Assist with the training and education of the community regarding the correct usage of the services, where applicable.
- Any other duties that may become necessary as the works progress.
- Organise and assist the Contractor in explaining to all workers the labour-based construction model.
- Keep written record of interviews and community liaison which should be summarised and included in the monthly progress reports.
- Collect monthly welfare reports and submit to social facilitators.
- Ensure that Contractor's workers are paid what is due to them and in time.
- Assist in the recruitment of labour.
- Promote and maintain sound relations with community stakeholders and other role players.
- Screen the supplied labour by the community through Project Steering Committees to ensure compliance with the agreed upon recruitment policy and the government's labour employment targets.
- Keep the labour register of labour and manage records of project local labourers and be able to provide reports on employment statistics.
- Consult on all decisions regarding local problems and any matters of importance that, in any way will be of relevance to the Contract.
- To register concerns / perceptions and raise them in the PSC meetings.
- Attend site and PSC meetings to present monthly report on the local community labour involvement and site matters.
- Identify possible labour dispute and any disciplinary matter and advise the site agent / foreman. Assist in the resolution and where necessary call for the assistance of the Social Consultant for the resolution of the conflicts.
- Assist the Contractor in preparing records of project employees. Assist the Contractor in making task measurements and the records thereof.
- Monitor the production of individual task workers and arrange replacement of those workers who fail to produce a reasonable task output.
- Communicate daily with the Contractor to determine additional labour requirements with regard to numbers and skills and pass this on to the PSC.

- Attend weekly meetings with the Contractor and make a weekly written report which shall be a prerequisite to being paid.
- o) The Community Liaison Officer shall liaise with the Social Facilitators to:
- Assist In convening of workshops.
  - Disseminate information to PSC members.
  - Articulate implementing agency policies to PSC members.
  - Communicate labour requirements.
  - Attend induction training programmes for workers and induct labourers.
  - Submit monthly welfare reports to the Social Facilitators PSC.
  - Communicate labour and skills requirements to the PSC.
  - Assist in the recruitment and engagement of workforce.
  - Verify labour records and ensure all engaged qualify as per the Contract requirements.
  - Investigate and report all labour dispute matters to the PSC and advise site agent regarding the adopted resolution.
- p) The residents of each village being served by the scheme are represented by a PSC. All liaisons with the community and the committees are the responsibility of the Social Facilitator in conjunction with the Implementing Agent, the Sarah Baartman District Municipality and the Project Manager.

#### **C3.5.4.5 Certificate of Service**

The Contractor shall provide each employee with a certificate of service upon the termination of employment.

#### **C3.5.4.6 Limitations on the Use of Mechanical Plant**

Whenever possible, the use of labour-intensive methods must be given priority and must be maximized without compromising timeframes.

### **C3.7: ANNEXES**

**C3.7.1** Environmental Management Plan (EMP)

**C3.7.2** Health and Safety Specifications and Covid-19 Specifications

## ENVIRONMENTAL MANAGEMENT PLAN (EMP)

This document forms an integral part of the **Health and Safety Specification** and, in particular, shall be a part of the **ENVIRONMENTAL MANAGEMENT PLAN FOR CONSTRUCTION WORK**. The Contractor shall comply with the requirements of the following specification:

### 1. Introduction

The following is a generic Environmental Management Plan to mitigate against “generally occurring impacts” associated with the construction phase of SARAH BAARTMAN MUNICIPALITY’s activities. The findings of this EMP will be implemented at all sites. The management of impacts associated with various categories of concern is discussed as separate topics, as indicated in Table 1(a) below.

**TABLE 1(a): Category of Concerns**

Paragraph number	Category of concern
1.1	Soil
1.2	Water
1.3	Air
1.4	Social and Cultural
1.5	Aesthetics
1.6	Archaeological and Cultural sites.
1.7	Flora
1.8	Fauna
1.9	Infrastructure
1.10	Safety
1.11	Waste
1.12	Rehabilitation and Site clearance.

#### 1.1 Soil

- Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be

indicated in the site-specific report.

- d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and micro-organisms in the soil.
- f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project Manager.
- g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be coordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.
- h) Limited vehicular access is allowed across rocky outcrops and ridges.
- i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.
- j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and destabilized.
- k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- m) Runoff must be reduced by channeling water into existing surface drainage system.

## **1.2 Water**

- a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- b) Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- c) All fuel, chemical, oil, etc. spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralize the toxic effects prior to the entry into a water course.
- d) Oil absorbent fibers must be used to contain oil spilt in water.
- e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass downstream.
- f) Vehicular traffic across wetland areas must be avoided.
- g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWAF.
- i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.
- k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

## **1.3 Air**

- a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.
- b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilization agent. Water used for this purpose must be used in quantities that must not result in the generation of run-

off.

- c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site-specific study must be implemented.
- d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
- e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodors.
- f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent landowners.
- h) No loud music is allowed on site and in construction camps.
- i) No fires are allowed if smoke from such fires will cause a nuisance to IAPs.

#### **1.4 Social and Cultural**

- a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
- c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
- d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
- e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.
- f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding veld for toilet purposes is not permitted under any circumstance.
- h) The Contractor must arrange for all his employees and those of his sub- contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
  - A basic understanding of the key environmental features of the work site and environments, and
  - Familiarity with the requirements of this document and the site-specific report.
- i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document endanger his/her life or cause him/her to damage the environment.
- j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimized by sourcing and purchasing materials locally

and regionally wherever possible, insofar as the material complies with the design specification.

- k) The Contractor must maintain a detailed complaint register. This must be forwarded, together with solutions, to the authorities when requested.

## **1.5 Aesthetics**

### **1. Scenic Quality**

- Damage to the natural environment must be minimized.
- Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.
- The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.
- No painting or marking of natural features must be allowed.

### **2. Above-ground Structures (reservoirs, water hammer tanks, valve chambers, pump stations etc)**

- All above ground structures should be located in areas where the visual impact from roads, houses etc. is minimized.
- All above ground structures could be treated or painted to blend in with the natural environment.

3. Cut and fill areas, river and stream crossings and other soil stabilization works must be constructed to blend in with the natural environment.
4. Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary for construction.
5. Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved to a new construction site.
6. Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

## **1.6 Archaeology and Cultural Sites**

- a) All finds of human remains must be reported to the nearest police station.
- b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- c) Work in areas where artefacts are found must cease immediately.
- d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalized or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- e) A fence at least 2m outside the extremities of the site must be erected to protect archaeological sites.
- f) All known and identified archaeological and historical sites must be left untouched.
- g) Work in the area can only be resumed once the site has been completely investigated.

The Project Manager will inform the Contractor when work can resume.

## **1.7 Flora**

- a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- b) The felling and/or cutting of trees and clearing of bush must be minimized.
- c) Bush must only be cleared to provide essential access for construction purposes.
- d) The spread of alien vegetation must be minimized.
- e) Any incident of unauthorized removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated topsoiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- g) No tree outside the footprint of the Works area must be damaged.

## **1.8 Fauna**

- a) No species of animal may be poached, snared, hunted, captured or willfully damaged or destroyed.
- b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- d) Disturbances to nesting sites of birds must be minimized.
- e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

## **1.9 Infrastructure**

- a) The relevant authorities must be notified of any interruptions of services, especially the Local Municipality, National Road Agency, TELKOM and ESKOM. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- b) The integrity of property fences must be maintained.
- c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.
- e) Storage Facilities
  - Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
  - The Contractor must ensure that accidental spillage does not pollute soil and water resources.
  - Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
  - Cement must be stored and mixed on an impermeable substratum.
- f) Traffic Control



- All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.
- Before any work can start the Local Traffic, Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.

g) Access Roads

- The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.
- Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.
- Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

h) Batching Plants

- Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing is complete, all waste concrete must be removed from the batching area and disposed of at an approved dumpsite. Storm water must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.

i) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.

j) Blasting

- Blasting must not endanger public or private property.
- Noise mufflers and/or soft explosives must be used to minimize the impact on animals.
- All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50 of 1991 must be complied with.
- The Contractor must take measures to limit fly rock.

## 1.10 Safety

- Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.
  - Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.
  - All tall structures must be properly earthed and protected against lightning strikes.
  - Fire prevention  
The Contractor must take all the necessary precautions to protect the materials on site and to avoid veld fires.
- No fires or open flames are allowed on site unless directly used for construction

purposes, e.g. acetylene blowtorch.

- Review all SABS standards relating to fire precautions and fire control namely, SABS 0131-3 Section 8 and SABS 089-1 or as amended.
  - The Contractor must have fire-fighting equipment and a first aid box available on site and on all vehicles working on site.
  - All waste bins must be kept away from fuel tank installations.
  - All fuel tanks must be installed above ground, depending on the volume of stored fuel, for easy detection of fuel leaks.
  - Any welding or other sources of heating of materials must be done in a controlled environment, wherever possible and under appropriate supervision, in such a manner as to minimize the risk of veld fires and/or injury to staff.
  - Fires lit for comfort (warmth) must be actively discouraged by the Contractor, due to the risk of veld fires and the risk to adjacent properties. Also, no waste material must be burnt.
- e) The process of excavation and back filling must be carried out as a sequential process following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must be fenced.
- f) The residents directly affected by open trenches must be notified of the dangers. This will be done during the site-specific phase.

## **1.11 Waste**

### **Solid Waste**

- a) Littering on site and the surrounding areas is prohibited.
- b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- c) All bins must be cleaned of litter regularly.
- d) All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- g) Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- h) Waste must be recycled wherever possible.

### **Liquid Waste**

- a) The Contractor must install and maintain mobile toilets at work sites.
- b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

### **Hazardous Waste**

- a) No hazardous materials must be disposed of in the veld or anyplace other than a

registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.

- b) The Contractor must maintain a hazardous material register.

## 1.12 Rehabilitation

- When all major construction activities are completed, the site must be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.
- If waste products cannot be recycled, they must be disposed of at a permitted landfill site.
- All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
- Cut and fill areas must be restored and re-shaped.
- The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
- Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.
- The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
- Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.

## 2. Monitoring

The correct and successful implementation of environmental management measures, to reduce negative impact on environmental conditions, is ensured by proper monitoring based on a firm programme.

### 2.1 Construction Phase

The Contractor and the Independent Environmental Consultant (IEC) must monitor the implementation of these management measures.

Monitoring should be focused to on-site conditions during the establishment of the site and for the full duration of the construction period when the site is operational.

The following Environmental Monitoring Programme is recommended:

ISSUE	FREQUENCIES OF MONITORING	RESPONSIBLE PERSON
<b>WATER</b>		
Prevention of water pollution Prevention of stagnant water on site. Proper functioning of sanitation facilities	Weekly in rainy season Weekly in rainy season Weekly	Contractor's Representative (CR)
<b>SOIL</b>		
Surface or gully erosion on site Soil contamination with oils If small, clean up. If large, appoint a suitable contractor for clean-up	Weekly in rainy season Monthly Immediately	CR C R C R

Air		
Control domestic fires.	Weekly	CR
Heavy vehicle emission control. Dust control	Monthly	C
of access roads. Wetting when required.	Weekly inspection	R
		C
		R
WASTE		
Efficiency of domestic waste collection.	Bi Weekly	CR
Prevention of burning of solid/liquid wastes on site.	Weekly	CR
Proper collection and containment of liquid wastes (petroleum, oils, paints, resins & cooking oils)	Monthly	CR
The recycling and/or disposal thereof.	Bi Weekly	CR
The collection and disposal of construction waste (concrete, wood, steel)	Monthly	CR
Collection of hazardous waste.	Bi Weekly	CR

WILDLIFE		
Weed Control	Weekly	CR
Control of illegal hunting or snaring of game, birds or other wild animals.	Weekly	CR
SOCIAL		
Inspect overall appearance of site. (paint work, cleanliness & housekeeping)	Weekly	CR
Resolve complaints	D	CR and
Monitor behavior of labourers	ai	IEC CR
SAFETY		
Inspect road signs, pedestrian and vehicle behaviour	At least once a week	CR

### 3. Form for Completion

The following page contains a pro-forma for completion by the Contractor to assist with the implementation of the Environmental Management Plan. The style and content may be easily amended to suit all other identified environmental effects.

# IDENTIFICATION OF ENVIRONMENTAL AFFECTS

DATE: SITE:

CONTROLLED AND UNCONTROLLED EMISSIONS TO THE ATMOSPHERE			
LOCATION	TYPE OF EMISSION UNDER NORMAL OPERATING CONDITIONS	TYPE OF EMISSION UNDER ABNORMAL OPERATING CONDITIONS	TYPE OF EMISSION IN CASE OF INCIDENT, ACCIDENT OR POTENTIAL EMERGENCY SITUATIONS

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Contractor's Representative



**Sarah Baartman**

**DISTRICT MUNICIPALITY**

*Province of the Eastern Cape*

*progress through development*

**HEALTH AND SAFETY SPECIFICATION  
SARAH BAARTMAN DISTRICT MUNICIPALITY**

**HEALTH AND SAFETY SPECIFICATION IN ACCORDANCE TO CONSTRUCTION  
REGULATIONS 5(1)(b) OF OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993**

**Private Bag X102**

**BARKLY EAST**

**9786**

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## 1. **PURPOSE AND SCOPE**

This Health and Safety Specification is to assist in achieving compliance with the provisions of Occupational Health and Safety Act 83.1993 and its Regulations. The document describes the requirements of compliance to which the Principal Contractor and all Sub-Contractors must comply in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor and Sub-Contractors for the management of Health and Safety on the project.

This specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project. The scope also addresses legal compliance, hazards identification and risk assessment, risk control and promoting a health and safety culture amongst those working on the project. The specification also makes provision for protection of those persons other than employees.

## 2. **REFERENCE DOCUMENTS**

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act, (Act No. 130 of 1993)
- Construction Regulations 2014
- SBDM Health and Safety Specification and
- All other applicable pieces of legislations (SANS Codes)

## 3. **DEFINITIONS**

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

“Agent”

Means a competent person who acts as a representative for a client

“The Act”

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Regulations promulgated there under.

“Contractor”

Means an employer who performs construction work.

### “Construction work”

Means any work in connection with –

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

### “Designer”

Means a competent person who –

- Prepares a design.
- Checks and approves a design.
- Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer.
- An architect or engineer contributing to or having overall responsibility for a design.
- A building services engineer designing details for fixed plant.
- A surveyor specifying articles or drawing up specifications.
- A contractor carrying out design work as part of a design and building project.
- An interior designer, shopfitter or landscape architect.

### “Hazard”

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

### “Hazardous Chemical Substance (HCS)”

Means any toxic, harmful, corrosive, and irritant or asphyxiate substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

“Hazard Identification”

Means the identification and documentation of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

“Health and Safety File”

Means a file, or other record containing the information in writing required by Construction Regulations.

“SBDM”

SARAH BAARTMAN DISTRICT MUNICIPALITY

“Risk”

Means the probability that injury or damage will occur.

“Construction site”

Means an workplace where construction work is being performed.

#### **4. RESPONSIBILITIES**

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

It is essential for the Contractor to notify the Provincial Director of the Department of Labour, immediately upon receipt of the Letter of Acceptance of project commencement and within seven (7) days before work is carried out, if the intended construction work will:

- Include the excavation work
- Include working at a height where there is risk of falling

- Include demolition of structure
- Include the use of explosives to perform construction work

A copy of the notification letter from the Provincial Director must be forwarded to SBDM for record purpose and the Principal Contractor's safety file.

#### **4.2 Assignment of Contractor's Responsible Persons to supervise H&S on Site**

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

#### **4.3 Competency for Contractor's Appointed Competent Person**

Contractor's competent person for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of a competent person in accordance with the Construction Regulations. Proof of competence for various appointments must be attached.

#### **4.4 Risk Assessment Competent Person**

The Contractor shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site.

#### **4.5 Health and safety file**

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File are attached as an addendum to this document. Upon completion of the construction work, the Contractor has to hand over a consolidated health and safety file to SBDM

#### **4.6 Health and Safety Organogram**

The Principal Contractor and all Sub-Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the

intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

#### **4.7 Occupational Health and Safety Policy**

The Principal Contractor and all Sub-Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

#### **4.8 Health and Safety Plan**

The Contractor shall provide and demonstrate to SBDM, a suitable, sufficiently documented and coherent site-specific Health and Safety Plan in accordance with this Specification. The Health and Safety Plan shall be submitted for approval to SBDM before work commences on the project.

#### **4.9 Health and Safety Representatives**

The Principal Contractor and the Sub-Contractors shall ensure at least one (1) Health and Safety Representative be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. The Principal Contractor and the Sub-Contractors shall ensure employees elected shall be designated in writing for a specific area and period of time. The Principal Contractor and all Sub-Contractors shall ensure that Health and Safety Representative(s) are trained to carry out their functions.

The designated persons shall be required to conduct monthly inspections within their area of responsibility, the records must be kept for SBDM auditing purposes and that deviations recorded are reported to the responsible supervisor so that appropriate action can be taken. The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

#### **4.10 Compensation for Occupational Injury and Diseases Act 130.1993 (COIDA)**

The Contractor shall submit a letter of good standing with its Compensation Insurer to SBDM as proof of registration. The Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

#### **4.11 Hazard Identification Risk Assessment (HIRA)**

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval to SBDM. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub-Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work

commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by SBDM. The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

#### **4.12 Health and Safety Committees**

The Principal Contractor shall ensure that project health and safety meetings are held monthly, and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety meetings. Sub-Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85.1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

#### **4.13 Medical Certificate of Fitness**

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 Medicine Practitioner or Occupational Health Nurse Practitioner.

#### **4.14 Health and Safety Training**

Training of personnel is a legal requirement and a necessity and is required of the Principal Contractor to provide to SBDM a training Matrix which must be included in the Health and Safety Plan to be submitted prior work commencing on site.

Training should include the following but is not limited to:

#### **4.14.1 Induction Training**

The Principal Contractor shall ensure that all site personnel group undergo a risk specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file.

#### **4.14.2 Awareness Training**

The Principal Contractor shall ensure, on site, periodic toolbox talk take place at least once a week. These talks should deal risk relevant to the construction work at hand. A record of attendance shall be kept in a health and safety file. All Contractors have to comply with the minimum requirements. At least one of the toolbox talks shall be on any environmental related issues.

#### **4.14.3 Competency**

Training identified through the HIRA Process and conducted through this process shall be kept on file as proof of competency and training which must be made available to SBDM upon request. (This shall include operator competency training and assessments)

#### **4.14.4 First Aid and Health & Safety Representative Training**

Principal Contractor shall provide proof of competency of all Health and Safety Representatives elected and designated, including first aiders to SBDM, which must be available on site for auditing purposes.

#### **4.15 General Record Keeping**

The Principal Contractor and Sub-Contractors must ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing by SBDM.

Further to the requirements set out above, the Principal Contractor and the Sub-Contractors must also maintain records that may be defined through the risk assessment process, for auditing purposes. In accordance with the requirements set out in the Construction Regulations 2014 and the requirement set out in the SBDM Health and Safety Specification, the Principal Contractor and the Sub-Contractors must ensure a copy of all Health and Safety records generated during the course of construction, are handed over to SBDM upon completion of construction.

#### **4.16 Statistics**

The Principal Contractor and the Sub-Contractors must ensure injury and incident records (First Aid, Non-disabling, Disabling and fatality), training etc. referred to above are kept on site and submitted monthly to SBDM. All documents shall be made available to SBDM for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

#### **4.17 Health and Safety Audits**

Health and Safety audits shall be conducted once per month by SBDM OHS Officer or an Agent. The results shall be tabled and discussed at Health and Safety Committee meetings and at project meetings.

The Contractor must also conduct its own internal audits, the results of which must be submitted to SBDM monthly.

#### **4.18 Penalties**

Non-compliance with SBDM safety specifications will result in work stoppages and possible expulsion from site until the problem has been rectified. Costs will be borne by the Contractor.

#### **4.19 Emergency Procedures**

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

- a) List of key competent personnel;
- b) Details of emergency services;



- c) Actions or steps to be taken in the event of the specific types of emergencies;
- d) Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the SBDM in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

#### **4.20 First Aid Box and Contents**

The Principal Contractor and all Sub-Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times.

#### **4.21 Accident and Incident Reporting and Investigation**

Should an accident occur, the Principal Contractor shall conduct an investigation into the incident. The Principal Contractor must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the General Administrative Regulations 9, Annexure 1 form. (Recording and Investigation of Incident form).

The Principal Contractor shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Principal Contractor must ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

Should there be an incident; SBDM must be notified within 24-hours, of the occurrence. SBDM reserves the right to participate in all investigations into accidents or incidents.

#### **4.22 Hazards and Potentially Hazardous Situations**

The Principal Contractor shall immediately notify other Sub-Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities

#### **4.23 Personal Protective Equipment and Clothing**

The Contractor shall ensure that all workers are issued and wear the required personal protective equipment which will be determined through the HIRA process for each activity (Reference to General Safety Regulations 2). The Contractor shall ensure that employees are not allowed on site without proper personal protective equipment. However, the Contractor and all Sub-Contractors shall issue personal protective equipment to their employees free of charge. It is recommended for hygienic reasons that the Contractor should provide two sets of overalls for each employee. The Contractor shall clearly outline procedures to be taken when personal protective equipment or clothing is:

- a) Lost or stolen;
- b) Worn out or damaged.

The above procedure applies to Principal Contractor and Sub-contractor, as they are all employers in their own right. The Principal Contractor must ensure adequate training in the use of personal protective equipment provided to all employees, and proof of training shall be kept at the office for auditing purposes.

#### **4.24 Safety Signage**

The Contractor shall provide adequate on-site OHS signage. Including but not limited to „no unauthorised entry, report to site office “ Beware of overhead work, “hard hat area”. Signage shall be posted up at all entrances to site as well as on strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

#### **4.25 Permits**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

#### **4.26 Public and Site Visitor Health & Safety**

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up but shall not be the only measure taken.

Both SBDM and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations

#### **4.27 Contractors and their Sub-Contractors**

The Principal Contractor shall enter into an Agreement with SBDM in terms of Section 37(2) of the Occupational Health and Safety Act, 85.1993, and all other Sub-Contractors shall be appointed by the Principal Contractor.

The Principal Contractor shall also be required to appoint its Sub-Contractors in accordance with Construction Regulation 7(1)(c)(v).

The Principal Contractor shall assist and ensure that all Sub-Contractors comply with all of these requirements and adhere to the requirements set out in the OHSA.

#### **4.28 Construction Health and Safety Officer**

A contractor must, after consultation with the client and having considered the size of the project and the hazards or dangers that can be expected, the contractor shall appoint in writing a full-time or part-time Construction Health and Safety Officer. The appointed Health and Safety Officer shall be registered with a Statutory Body (SACPCMP) and will attend to all health and safety related matters of the project.

### **5. HEALTH AND SAFETY PRACTICE**

#### **5.1 Excavations**

The Principal Contractor and the Sub-Contractors shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Since this project is within the town, it is recommended that the wayleaves be requested from Eskom and Telkom, prior to excavation. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, must comply with the following requirements:

- (a). The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may affect the excavations stability and the findings are to be recorded and kept;
- (b). All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- (c). the safe working procedure shall be communicated to all employees who may be affected by the work; and
- (d). the safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- (e). for high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- (f). Material excavated shall be removed from the point of excavation.
- (g). Ensure stability of adjoining structures.

The Principal Contractor and the Sub-Contractors must ensure that a competent person is appointed in writing to control all excavating activities during construction.

## **5.2 Demolition**

The Principal Contractor and the Sub-Contractors must appoint a competent person in writing to supervise and control all demolition work on site.

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by SBDM. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations 2014.

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

### **5.3 Explosives and Blasting**

The Principal Contractor shall ensure where blasting is required with the use of explosives, that compliance with the Explosives Regulations.

The Principal Contractor must ensure that all work carried out in under the supervision of a competent person as defined in the Explosives Regulations which requires the competent person to have sufficient training and experience in, and knowledge of, the health and safety aspects of explosives deemed appropriate by the National Explosives Council or any other organization approved by the chief inspector of occupational health and safety.

The Principal Contractor must ensure a detailed blasting plan; emergency plan and site layout plan is submitted for approval to SBDM.

### **5.4 Stacking of Materials and Housekeeping**

The Principal Contractor and the Sub-Contractors must ensure that all stacking will be supervised by a person competent and appointed in writing to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping must also be maintained at all times as this will be inspected and evaluated by SBDM during monthly audits.

### **5.5 Hazardous Chemical Substances**

The Principal Contractor and Sub-Contractors must ensure the necessary training and information regarding the use and storage of HCS is provided to all personnel, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Principal Contractor and the Sub-Contractors must ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aiders must also be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be kept in a safety file at all times.

## **5.6 Fuel**

Bulk storage areas must be demarcated, secured and sign posted with the relevant warning pictograms. Bulk storage areas must be adequately bounded to ensure containment of 100% of the stored product. Re-fuelling must be conducted in designated re-fuelling areas only. Spill-kits must be available at all times in these designated areas. The surface of the bounded areas and walls must be of impermeable material. The bounded area must be sloped towards a collection pit.

## **5.7 Plant and Machinery:**

### **5.7.1 Construction Plant**

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (2015). The Principal Contractor and all relevant Sub-Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations must be available at all times for inspection by SBDM.

Vehicles shall not enter site with:

- Defective exhaust systems
- Serious oil or fuel leaks
- Unsafe bodywork or loads

- Non-standard equipment fitted.
- Improperly seated passengers
- Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

#### **5.7.2 Transport of Personnel**

The Principal Contractor and other Sub-Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle

#### **5.7.3 Pressure Equipment or Gas Bottles**

The Principal Contractor and all relevant Sub-Contractors shall comply with the Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand

#### **5.7.4 Fire Equipment**

The Principal Contractor and relevant Sub-Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire

likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File

#### **5.7.5 Hired Plant and Machinery**

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations 2014 shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub-Contractors must ensure the same

#### **5.7.6 Scaffolding / Working at heights / Falsework / Formwork for Structures Fall Protection**

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations 2014 before this work is undertaken. SBDM must approve the fall prevention plan before work may commence.

Deviations found on any scaffolding, will result in the activity being stopped by SBDM until such time as compliance can be achieved.

#### **5.7.7 Lifting Machinery and Tackle (Includes Tower Cranes)**

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations 18 and the Construction

Regulations 22. There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing are carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
- The tower crane bases have been approved by an engineer;
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site



### **5.7.8 Ladders and Ladder Work**

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

### **5.7.9 General Machinery**

The Principal Contractor and relevant Sub-Contractors shall ensure compliance 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 who use machinery.

### **5.7.10 Portable Electrical Tools / Explosive actuated fastening device**

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
  - Only authorised trained persons use the tools;
  - The safe working procedures apply;
  - Awareness training is carried out and compliance is enforced at all times; and
  - PPE and clothing is provided and maintained.
  - A register indicating the issue and return of all explosive rounds;
  - Ensure that the cartridges and explosive tool is lock up separately
- 
- Signs to be posted up in the areas where explosive actuated fastening devices are being used.  
**(WARNING – EXPLOSIVE ACTUATED FASTENING DEVICE IN USE - KEEP CLEAR).**

### **5.7.11 Public Health and Safety**

In the interests of public safety, The Principal Contractor shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from

the work being conducted on site. This awareness shall be in the form of posters and inductions for visitors on site and warning signs.

The Principal Contractor shall ensure that a copy of the Public Liability insurance is available prior the commencement of the project and is kept in a safety file at all times.

#### **5.7.12 Night Work**

Night work shall only be conducted with the same safety standard being applied for these activities as with day work activities with adequate luminance.

#### **5.7.13 Facilities for Safe Keeping / eating areas**

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), showers with hot and cold water (1 for every 15 workers), changing facilities, hand washing facilities, soap and toilet paper must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

### **6. THERMAL REQUIREMENTS**

Subjects to the provisions of Environmental Regulations for Workplaces, no employer shall permit an employee to work in an environment in which the time-weighted average dry-bulb temperature taken over a period of 4 hours is < 6 degrees Celsius, unless the employer takes reasonable measures to protect such employee against the cold and further takes all precautions necessary for the safety of such employee.

No employer shall require or permit an employee to work in a refrigerated environment in which the actual dry-bulb temperature is below 0 degrees Celsius unless the maximum exposure limit is observed and an appropriate PPE is provided to the employees.

#### **6.1 Heat-stress**

This program targets employees working in conditions where:

- The measured WBGT- Wet Bulb Globe Temperature index exceeds 30 in 1 hour (as per the heat stress monitor).
- WBGT is a number which characterizes the thermal conditions in the environment calculated from wet bulb, globe and a dry-bulb thermometer.

#### **6.2 Allowance for heat stress (work-rest cycles)**

The heat stress measurements must take place between 09:00 am and 15:00 pm and where the WBGT index exceeds 30, a 15 minutes break should be taken per hour.

**First hour:**

09:00 to 10:00 – runs concurrently with the official tea break of between 10:00-10:15 therefore no allowance would be granted.

**Second hour:**

10:00 to 11:00 = 60 minutes worked therefore 15 minutes break to be taken from 11:00-11:15

**Third hour**

11:00 to 12:00= 60 minutes worked therefore 15 minutes break to be taken from 13:30-13:45

**Fourth hour**

12:00 to 13:00 where the hour coincides with official lunch period no allowance would be granted, e.g. Official lunch period is 12:00 – 12:30 therefore no allowance would be granted.

**Fifth hour**

14:00 to 15:00 = 60 minutes worked therefore 15 minutes break to be taken from 15:00 to 15:15

Therefore, the total allowance to be granted in a day is **45 minutes.** Permission to grant rest allowances must be authorized by the person in charge. **NB: Where the WBGT index exceeds 30 degrees Celsius employees must be encouraged to drink at least 600ml of water and rest in a shady area during the 15 minutes allowed.**

**7. ALCOHOL AND OTHER DRUGS**

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub-Contractors concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

<b>ANNEXURE A</b>
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REQUIREMENT	OHS REQUIREMENT	SUBMISSION DATE
Notification of Construction Work	Construction Regulations	Before commencement on site
Appointment of the Principal Constructor	Construction Regulations	Before commencement on site
Letter of Good Standing	COIDA requirements	Before commencement on site
Initial Hazard Identification and Risk Assessment	Construction Regulations	Together with H&S plan
Safe Working Procedures	Construction Regulations	Together with H&S plan
Competency of Responsible persons	OHS Act & Construction Regulations	Together with H&S plan
All employees Valid Medical Certificate of fitness specific to the construction work to be performed	Construction Regulations	Before commencement on site
37(2) Agreement	OHS Act	Before commencement on site
Public Liability Insurance	OHS Act	Before commencement on site

ANNEXURE B		
REFERENCE	APPOINTMENTS	RESPONSIBLE PERSON
Section 16(2)	CEO Assignee	Contractor
Section 17	Health and Safety Representative	Contractor
Section 19	Health and Safety Committee Member(s)	Contractor
CR5(1) (k)	Principal Contractor	Client
CR 8(1)(2)	Construction Manager & sub-ordinate	Contractor
CR 8(5)	Construction Health & Safety Officer (Full-time or part-time)	Contractor
CR 8(7)	Construction Supervisor	Contractor
CR 9(1)	Person to carry out risk assessment	Contractor
CR 10(1)(a)	Fall protection planner	Contractor
CR 12(1)	Temporary works designer	Contractor
CR13(1)	Excavation Supervisor	Contractor
CR 14(1)	Supervisor demolition work	Contractor
CR 14(2)(3)	Demolition expert	Contractor
CR 16(1)	Scaffold supervisor	Contractor
CR 17(1)(8)(c)	Suspended platform supervisor & expert	Contractor
CR18(a)	Rope access supervisor	Contractor
CR 19(6)	Material hoist inspector	Contractor
CR 20(1)	Bulk mixing supervisor	Contractor
CR 21(2)(b)	Explosive actuated fastening device inspector	Contractor
CR 22(a)	Tower crane operator	Contractor
CR 23(1)(d)(i)	Construction vehicle & mobile plant operator & inspector	Contractor

CR 24(c)(d)	Temporary electrical installations inspector & controller	Contractor
CR 28(a)	Stacking and storage supervisor	Contractor
CR 29(h)	Fire equipment inspector	Contractor
GAR 8	Incident Investigator	Contractor
GSR 2(1)	Machinery Inspector	Contractor
GSR 3	First Aider	Contractor
GSR 13A	Ladder Inspector	Contractor
GSR 13(D)	Scaffolding Erector	Contractor
DMR 18	Lifting Machine & equipment inspector	Contractor

ANNEXURE C			
What	When	Output	Accepted by Client
Induction training	Every worker before he/she starts work	Attendance registers	
Awareness training	At least weekly	Attendance registers	
Health and Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents / accidents and investigation</li> <li>• Non-conformances by employees &amp; contractor</li> <li>• Internal &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Ongoing evaluation of procedure	Table the procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedure	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (methods statements) updated and signed off	
General inspections	Weekly & daily	<ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Excavations</li> <li>• Formwork &amp; support work</li> <li>• Explosive tools</li> </ul>	
	Monthly	<ul style="list-style-type: none"> <li>• Firefighting equipment</li> <li>• Portable electrical equipment</li> <li>• Ladders</li> </ul>	

		<ul style="list-style-type: none"> <li>Lifting equipment</li> </ul>	
List of contractor	List to be updated weekly	Table list, number of workers & Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman' compensation letter of good standing	
Construction site rule	Ongoing		



**ANNEXURE D**

Name and address of Project:

.....

.....

Reference	Y/N	Comment
CR 6(1) (a)  Has the designer familiarized himself with the Construction Regulations 2014 (particularly Regulation 6) and the Safety Standards incorporated into these Regulations?		
CR 6(1) (b)  During the design stage, was the Client's Health and Safety Specifications given due consideration?		
CR 6(1) (c)  The designer's report before the contract is put out to tender must include the following information:		
I. The structural design aspects that could have an effect on the pricing of construction work?		
II. The geotechnical-science aspects?		
III. The weight which the structure is designed to safely withstand?		
CR 6(1)(d)  Has the designer communicated all known and anticipated hazards and risks associated with the construction of the designed structure?		
CR 6 (1) (e)  As far as is reasonably practicable, are the dangerous processes and materials been eliminated or replaced in the design?		
CR 6(1) (f)  Has due consideration been taken during the design stage, for the safe maintenance of the structure after its completion?		
CR 6 (g-i)		

Is the designer aware of his/her responsibility to carry out periodic site inspections to ensure that the structure is constructed correctly in accordance with the design?		
CR 6(1) (j)  Have all ergonomic hazards been considered for the lifecycle of the structure (i.e. during construction and after completion)?		

Designer's Title (e.g. Engineer, Architect): .....

Name of Designer: .....

Signature: .....

Date: .....



### C3.6.1 Occupation Health and Safety Agreement

#### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT FOR THE UPGRADE OF VAN BEHRENS STREET (RING ROAD)

**CONTRACT NO: ?????**

I / We, (The Contractor)\_\_\_\_\_ have been engaged by the SBDM to perform work under Contract. I / We acknowledge that I / we have read and understand the agreement, instructions and regulations governing work at the SBDM and agree to attend by them while on the premises or sites for the duration of the aforesaid contract. I / we undertake to ensure that the provisions of the OCCUPATIONAL HEALTH AND SAFETY Act (Act No. 85 of 1993) are fully complied with.

I / We undertake to explain to all members of our staff, the various rules and regulations, as noted in the "Instructions to Contractors" of the Contractors Safety Obligations Document.

I / We have appointed \_\_\_\_\_ as the RESPONSIBLE PERSON for our site and have vested him/her with the necessary authority to rectify any irregularities which may be drawn to his/her attention.

I / We undertake to rectify all sub-standard conditions for which we are responsible. I / We accept that should we not rectify these timeously, they may be corrected by the SBDM and the cost debited to the contract price.

I / We also confirm that I / we are registered and in good standing with the Compensation Commissioner and undertake that the cover will not lapse during the period of the contract.

Compensation Registration No. \_\_\_\_\_  
SBDM Contract No. / Job Order No. \_\_\_\_\_  
Description of Work \_\_\_\_\_

Contractor \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Client SARAH BAARTMAN MUNICIPALITY

Signature \_\_\_\_\_ Date \_\_\_\_\_

## COVID-19 SPECIFICATION

### B1. ADDENDUM INDEX

	<b>PREAMBLE</b>
1.1	Introduction to Addendum & Key References
1.2	Purpose of the COVID-19 Occupational Health & Safety Specification
1.3	Rights, Roles & Responsibilities including Occupational Health & Safety
	<b>HEALTH &amp; SAFETY PLAN &amp; IMPLEMENTATION REQUIREMENTS</b>
2.1	Brief
2.2	COVID-19 Legislature Health & Safety Policies
2.3	Reporting Back to Work Procedures
2.4	Role Players to COVID-19 Policy & Plan of Principal Contractor
2.5	Risk Assessment & Risk Assessment Reviews
2.6	Health Management & Medicals
2.7	Personal Protective Equipment (PPE)
2.8	First Aid / Healthcare / Emergency Contingency Planning
2.9	Training & Awareness
2.10	Reporting, Recording and Document System of COVID-19 Plan
2.11	Sub-Principal Contractor/ Supplier Management
2.12	Reporting & Recording of Occupational Diseases (A/I Reporting & Compensation Fund Claims)
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2.14	Safe Site Shutdown / Lockdown & Support Systems
2.15	Washing Hands
2.16	Toilet Facilities
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2.18	Changing Facilities
2.19	Cleaning
3.00	Emergency Preparedness / Response
	<b>OCCUPATIONAL HEALTH &amp; SAFETY PLAN ADDENDUM SUBMISSION &amp; PENALTIES</b>

3.1	Requirements of Plan Submission
3.2	Penalties to Non-Compliance
Annexure A	National Disaster Management Act 57 of 2002: COVID-19 Regulation
Annexure B	Guidelines for symptoms for monitoring and management of essential workers for COVID 19 related infections
Annexure C	OHS Audit Checklist
Annexure D	Workplace Preparedness COVID 19
Annexure E	Bio Safety' Management

## **B2. 1.1 INTRODUCTION TO ADDENDUM CORONA VIRUS OUTBREAK**

On March 11, 2020, the World Health Organization (WHO) declared that an outbreak of the viral disease COVID19 – first identified in December 2019 in Wuhan, China – had reached the level of a global pandemic. Citing concerns with “the alarming levels of spread and severity,” the WHO called for governments to take urgent and aggressive action to stop the spread of the virus.

The regulations seek to ensure that we, as a country, implement appropriate measures to contain the outbreak of COVID-19. These measures have far-reaching implications for employers.

On March 15, 2020, the Minister of Co-Operative Governance and Traditional Affairs, designated under Section 3 of the Disaster Management Act, 2002 (act No.57 of 2002), published in Government Gazette No. 43096 the Regulations, setting out the necessary steps to prevent an escalation of the disaster or to alleviate, contain and minimise the effects of the disaster.

Furthermore, the Department of Employment and Labour (Department) has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to Coronavirus Disease 2019 COVID–19.

The Department wishes to appeal to employers who have not prepared for pandemic events to prepare themselves and their workers as far in advance as possible of potentially worsening outbreak conditions. The Department advises employers to “go back to basics” by conducting hazard identification and risk assessment to determine the level of risk exposure and communicate to all workers.

International human rights law guarantees everyone the right to the highest attainable standard of health and obligates governments to take steps to prevent threats to public health and to provide medical care to those who need it. Human rights law also recognizes the context of serious public health threats and public emergencies.

## **B3. 1.2 PURPOSE OF THE COVID-19 OCCUPATIONAL HEALTH & SAFETY SPECIFICATION**

There is no better time than this, for Principal Contractors to implement a policy and protocol to manage COVID-19 in the workplace. This covid 19 virus would definitely expose the Principal Contractors who lack values, ethics and morals when it comes to the requirements of the Occupational Health and Safety Act 85 of 1993 section 8.

Employers need to remain agile and flexible as this issue continues to develop. Contractors who are proactive and forward-thinking in terms of their plans for business continuity will ensure that they contain, as far as possible, any negative impact on their businesses, and spread of the virus to their employees.

The COVID-19 is an addendum to the Health & Safety Specification issued as a guideline to the Contractor, to understand the virus, to implement his policies, plans and procedures, as precautionary and vital measures on his project, and in his workplace, to ensure that the Corona Virus is not contaminated and / or spread amongst his, not limited to, workplace and employees.

**For this purpose, this Covid-19 Health & Safety Specification, but not limited to, requires the Principal Contractor to use it to plan, identify, compile and implement a Covid-19 plan.**

No advice, approval of any document required by the SSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with this Covid-19 SSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance on Occupational Health and Safety management.

The SSHSS **highlights** the aspects to be considered, over and above the minimum requirements of current guidelines and regulations set-out by legislature, governance and organisations as listed in key references above.

Requirements may be changed should new risks or issues are identified, or proposed.

The implementation of the proposed contingency plan shall remain at review continuously, since it is an outbreak of a virus still under scientific scrutiny, and each case (of infection, symptoms or outbreak) is dealt with individually and or independently.

Any new legislation or standards that are promulgated or accepted during the contract is automatically applied to your contract and or project.

#### **B4. 1.3 RIGHTS, ROLES & RESPONSIBILITIES INCLUDING OCCUPATIONAL HEALTH & SAFETY**

The Principal Contractor is expected to incorporate a **Care/Support Team for Covid-19** to maintain his Covid-19 plan implementation.

Whilst the 16.1 remains responsible at all times, the President of South Africa, has mandated every citizen to maintain diligence and cautious precautionary measures to “flatten the curve” of the outbreak.

On these projects, it is expected that the 16.1, 16.2, safety officer, first aider, construction work supervisor, emergency co-ordinator, SHE representatives and construction managers etc. would make up this team and they should be included in the compilation of the Covid-19 plan, and the **Health & Safety Organogram** extended to include the Covid-19 Reaction/Support Team

Every worker / Team member is identified at the front line of any outbreak response and as such are exposed to hazards that put them at risk of infection with an outbreak pathogen (in this case COVID-19).

Hazards include the following

- Pathogen exposure
- long working hours
- psychological distress,
- fatigue,
- occupational burnout,
- stigma
- Droplets release through coughing
- Sneezing
- Touching of contaminated surfaces

- Sharing tools
- physical contact and
- psychological violence

This document highlights the rights and responsibilities of all workers, including specific measures needed to protect occupational health and safety.

The mandate of these role-players is crucial, and the initial Health & Safety Specification, Contractors Plan should be taken into consideration when putting this team together, and identifying role-playing, planning and procedures etc.

The information relative to the scope of the project, the works etc. are to be considered when further instituting roles & responsibilities.

There shall be no contradictory appointments to the appointments already in place **except** for the appointment of the Compliance Officer who will be responsible for ensuring that all covid 19 requirements are adhered, and no infringement of anyone's willingness or right to not participate, unless otherwise it is a "normal" requirement of the Employer to place such employee under such title/s.

No work may commence without written approval of the H&S COVID-19 plan by the client and/or SHE Agent.

## **HEALTH & SAFETY PLAN & IMPLEMENTATION REQUIREMENTS**

### **B5. 2.1. BRIEF**

The following requirements, but not limited to, are required to be considered, inclusive, part-planning and identification in the Contractors Covid-19 Health & Safety plan.

**The Principal Contractor is expected to add an addendum to his Health & Safety Plan, considering and outlying the following factors, and submit for approval.**

Whilst this is a "new" virus and outbreak, it is expected that research is done (where necessary) and normal health management protocols are applied.

#### **The Guideline from the Department of Employment & Labour refers:**

*"For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of respiratory infections (i.e., compared to influenza virus outbreaks)."*

### **B6. 2.2 COVID-19 POLICY**

A Covid-19 Company / Site Policy is required **including the objectives** per the Health & Safety Act. **Refer:** Section 7 of the Health & Safety Act

### **B7. 2.3 REPORTING TO BACK TO WORK PROCEDURES**

2.3.1 The Principal Contractor shall ensure that employees are screened for COVID-19 related symptoms and report such symptoms to a designated person and / or occupational health practitioner prior to entry into the workplace or work area in order

for a decision to be made as to the staff member's continued attendance at work. The members of the professional team must also produce proof indicating that they are fit to enter the construction site. Results of screening for Covid 19 will be sufficient proof. The reason for this requirement is to avoid a situation where professionals are infected and start spreading the disease because of lack of controls.

2.3.2 At the start of a shift and prior to ending the shift, the Contractors designated persons and / or occupational health practitioner shall check with employees whether they have experienced sudden onset of any of the following symptoms: cough, sore throat, shortness of breath or fever/chills (or 38 ° C measured temperature if this is available at the worksite), in the past 24 hours as outlined in the symptom monitoring sheet. These are the current criteria for the identification of persons under investigation (PUI).

2.3.3 Should an employee report any of the abovementioned symptoms, the Principal Contractor shall immediately provide an employee with a surgical mask and referred to the designated staff at the workplace so that arrangements can be made for COVID-19 testing at the closest testing centre / Medical Facility?

2.3.4 Should an employee report any symptom based on the attached monitoring sheet, s/he the Principal Contractor shall provide such employee with a surgical mask and referred to their identified Occupational health service provider, or primary care clinic for further clinical evaluation and requirement for COVID-19 testing if indicated.

2.3.5 On receiving the results of the suspected employees the Principal Contractor's Occupational Health Service Provider, or Primary Care Clinic supporting the employee shall notify the Principal Contractor so that the employee is managed accordingly. The Principal Contractor shall proactively take steps to obtain this information to avoid any delays in reporting.

2.3.6 The Principal Contractor shall ensure that the employee shall be managed according to either scenario 1 or 2 in the algorithm outlined below.

Scenario 1: worker with a confirmed positive COVID-19 test	To remain consistent with the advice in the NDOH clinical management of COVID-19 disease Guideline3, scenario 1 (COVID-19 confirmed in a worker), will require self-isolation of staff member for 14 days after symptom onset (mild cases) and 14 days after clinical stability (severe cases).
Scenario 2: Worker with current flu-like symptoms	Consider latest NICD and international criteria (US CDC): any staff in with direct COVID-19 contact who develops an acute respiratory infection (e.g. cough, shortness of breath, sore throat) with or without fever or history of fever (e.g. night sweats, chills) is a suspected COVID19 case. Complete NICD PUI formal and select appropriate essential worker tick box PLUS notify to NICD. Perform SARS-COV-2 RT-PCR testing. For staff, with a negative RT-PCR test, but high-risk COVID-19 exposure and COVID-19 compatible symptoms, discuss with occupational health/infectious diseases regarding the need for further testing and/or self-quarantine. If an alternate diagnosis is made (e.g.
	influenza), the criteria for return to work should be based on that diagnosis and duration of infectivity for other respiratory infections.4

2.3.7 A positive COVID-19 test in an employee shall require all potential contacts in the workplace to be assessed using scenarios 3 or 4 in the algorithm outlined below.



Scenario 3: High risk, confirmed COVID19 exposure, asymptomatic	High risk exposure: close contact within 1 metre of a COVID-19 confirmed case for >15 minutes without PPE (no face cover/eye cover) or with failure of PPE and/or direct contact with respiratory secretions of confirmed COVID-19 case (clinical or laboratory). Line manager to assess and confirm COVID-19 exposure risk (if uncertain, refer to WHO tool for assessing exposure risk). s Notify exposure to NICD. Staff member to perform daily symptom self-check and complete symptom monitoring form until 14 days since last COVID-19 exposure. If asymptomatic through day 7, consider for return to work, following a negative RT-PCR on day 8
Scenario 4: Low risk, suspected COVID19 exposure, asymptomatic	Low risk exposure: metre away from a COVID-19 confirmed case for <15 minutes OR within 1 meter but wearing PPE (face cover, eye cover). Also consider lower risk if COVID case was wearing a surgical mask (source control). Line manager to assess and confirm COVID-19 exposure risk (if uncertain, refer to WHO tool for assessing exposure risk.5 For low-risk exposures to a confirmed COVID-19 positive case, worker can continue to work with self-monitoring (twice daily temperature and daily symptom check) for 14 days after last COVID-19 exposure. (use symptom monitoring form below)

2.3.8 All employees on returning to work after isolation or quarantine period, should follow general work restrictions that include:

- undergo medical evaluation to confirm that they are fit to work
- wearing of surgical masks at all times while at work for a period of 21 days from the initial test implement social distancing measures as appropriate (in the case of health workers avoiding contact with severely immunocompromised patients) adherence to hand hygiene, respiratory hygiene, and cough etiquette
- continued self-monitoring for symptoms, and seek medical re-evaluation if respiratory symptoms recur or worsen

#### B8. 2.4 ROLE PLAYERS TO COVID-19 POLICY & PLAN OF PRINCIPAL CONTRACTOR

##### With reference to item 1.3:

The Principal Contractor shall establish a care/support team which can handle the process of cross contamination and infection on-site. The team should also be available / referred for answering workers' concerns and communicating accurate media updates etc.

With employees, site visitors and others coming to site from unknown origins, it is imperative that the Covid-19 plan is drafted with the identification of the care/support individuals to form this team, as these individuals will be required to avail themselves, as per the procedure put into place.

The role-players will also be expected to deal with issues of resources, and maintaining of resources, e.g. using a glove, then re-using a glove is not permitted. Using a glove then taking off a hand where the hand is bare and infecting then the hand is also not correct.

All these controls need monitoring by role-players. The compliance employee together with the Construction Health and Safety Officer will play a leading role.

**The organogram must be re-defined and submitted and include appointment letters for such.**

#### **B9. 2.5 RISK ASSESSMENT & RISK ASSESSMENT REVIEWS**

**In all Health & Safety Protocols – Risk Analysis is key.**

Compiling the Covid-19 plan requires that Employers and workers should use this planning guidance to help identify risk levels in workplace settings and to determine any appropriate control measures to implement.

Planning for COVID-19 involves updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of respiratory infections (i.e., compared to influenza virus outbreaks)

**Covid-19 measures require that a revised risk assessment is compiled and inclusive of:**

- Hazard
- Risk
- Risk to Health
- Risk to Safety
- Precautionary / Prevention Measures
- PPE listed inclusive referred in Precautionary Measures □ Risk Rating / Residual Risk

**B10. The Principal Contractor is to identify and pre-determine the risks or potential risk exposure to THIS project and thereafter deep the hazards and risks. In other words, the risk assessment should be more site-specific than global-specific**

***The Department of Employment and Labour Guidelines also refers:***

*“The Department advises employers to “go back to basics” by conducting hazard identification and risk assessment to determine the level of risk exposure and communicate to all workers”.*

*Remember: In determining your Hazards, Risks & Control Measures – you need to achieve:*

**Reduce and omit infection of the Corona Virus by:**

- Not spreading the Virus
- Not cross-contaminating
- Proper, Real and **Stringent** Hygiene Practices
- Proper, sufficient and correct supply, use and disposal of PPE
- Good Health Practices at home
- Sufficient, Clean and Adequate water and sanitary

Hazards include pathogen exposure, long working hours, psychological distress, fatigue, occupational burnout, stigma, and physical and psychological violence

## **B11. 2.6 HEALTH MANAGEMENT & MEDICALS**

**Health Management** is crucial for the Covid-19 Disease Maintenance and Management.

Contractors must assume overall responsibility to ensure that all necessary preventive and protective measures are taken to minimize Occupational Health and Safety risks.

Principal Contractor shall include, the following, in their Covid-19 Health & Safety Plan addendum:

- Screening Process
- Isolation and Management Process (in the event of suspected or infected cases)
- Isolating employees from hazardous risk areas
- Provide information, instruction and training on Occupational Hygiene & Management;
- Refresher Training on infection and contamination prevention and control (IPC); and Use, Putting on,
- Taking off and disposal of correct and identified personal protective equipment (PPE); provide adequate IPC and PPE supplies (masks, gloves, goggles, gowns, hand sanitizer, soap and water, cleaning supplies) in sufficient quantity to healthcare or other staff caring for suspected or confirmed
- Communicate health risks
- Identify a procedure for maintaining health and hygiene practices
- Monitoring & Reviewing of Health Status' of all employees daily
- Educating employees & offering Awareness or informative training (on the corona virus)
- Ensuring good and proper hygiene controls
- Ensuring good and proper ventilation and access to sufficient ventilation equipment
- Allowing administration to be done off-site (where technical and practically just)
- Planning and scheduling activities in such a way to minimise teams amalgamating (bricklaying vs general labour) in particular area etc. i.e. minimising the number of workers on site at any given time e.g. rotation or shift work

**These measures shall include:**

- Engineering Controls / Alternatives
- Administrative Controls / Alternatives
- Safe Work Procedures
- Quantity of Employee Controls per activity or engagement
- Personal Protective Equipment (PPE)
- Risk Level identification

Health Management includes the workplace and not only the workforce. There are certain areas that shall need disinfectant or to be hygienically maintained, e.g. high-trafficked areas, areas where food and gatherings take place (lunch facilities) etc.

## **B12. Medical surveillance programme**

Whilst the Construction Regulations 7(g) refers to The Principal Contractor ensuring that all employees are fit to the specific work they perform, the Covid-19 outbreak, is identified as a threat to all on-site, and would deem any person who is infected or potentially infected, with the Corona Virus incompetent.

Therefore, after a global outbreak, and a National Lockdown, it is required that ALL EMPLOYEES including management would have to have a Medical Certificate of Fitness to resume or commence works on site.

The client / Client Representative must organise work permits for all people who are involved in the Project. This will make things easier for people who are travelling to work.

### **B13. 2.7 PERSONAL PROTECTIVE EQUIPMENT [PPE]**

As a normal part of Health and Safety Systems, it is a known factor that PPE is key to the prevention of most Injuries, Accidents, Diseases, Contaminations and Incidents. The Covid-19 outbreak proves this again.

Personal Protective Equipment (PPE) – while engineering and administrative controls are considered more effective in minimizing exposure to SARS-CoV-2, PPE will also be needed to prevent exposures, contamination and cross-contamination.

**The PPE identification and Resource requirements** should be identified and proven in the Hazard Identification and Risk Assessment (HIRA).

Although the HIRA may not conclude all the PPE, the Principal Contractor is also to determine the same from all the requirements herein listed in the Covid-19 Health & Safety Specification

Examples of PPE include:

- Latex gloves,
- goggles,
- face shields,
- face masks,
- gowns,
- aprons,
- coats,
- overalls,
- shoe covers and
- respiratory protection,
- Hand Soap,
- Disinfectants
- Hand Sanitizer,
- No-touch Disposal / Waste Bins for Contaminated Waste only etc.

Employers should check the NICD website regularly for updates about recommended PPE, and should also include **Health & Safety Signage and display notices**, where required

A register including the PPE for Covid-19 (not on the usual PPE Register) should be submitted with the Covid-19 Health & Safety Plan addendum.

### **B14. 2.8 FIRST AID / HEALTHCARE / EMERGENCY CONTINGENCY PLANNING**

A First Aider is deemed competent in identifying symptoms or reactions that the Corona Virus would portray, whilst each individual case, is different.

The First Aider is therefore expected to be included in the Support/Reaction Team as noted in 1.3 and 2.4.

The First Aider / Support Team should therefore be diligent and even-more cautious to prevent and ensure no cross contamination, and no infection on-site even when applying First aid for another cause.

Whether acting as a First Aider, or a member of the Support Team, all Emergency Contingency planning should consider at least:

- Follow established Occupational Health and Safety procedures, avoid exposing others to health and safety risks and ensure participation in Employer-provided Occupational Health & Safety training;
- Stringent Hygiene Practice
- Use provided protocols to assess and treat patients;
- Treat patients with respect, compassion and dignity;
- Maintain patient confidentiality;
- Swiftly follow established public health reporting procedures of suspect and confirmed cases;
- Identify Call Centre and External Emergency Services for Covid-19
- Provide or reinforce accurate infection prevention and control and public health information, including concerned people who have neither symptoms nor risk (i.e. other employees)
- Use and Disposal of personal protective equipment properly;
- Self-monitor for signs of illness and self-isolate or report illness to managers, if it occurs;
- advise management if they are experiencing signs of undue stress or mental health challenges that require support interventions; and
- Report to Construction Manager or appointed person any situation which they have reasonable justification to believe presents an imminent and serious danger to life or health.

**The Following, but not limited to, will be required, and expected to be Displayed, and with Key Personnel:**

- An isolation area / space / facility on-site including the Disinfecting Management of this Facility ON-SITE;
- External Emergency Contacts List of Facilities identified for Covid-19 Management;
- Call Centre Contacts Lists Information for the Covid-19 Hotline, Local GP, WHO, NICD, Local Dept Labour, CDC etc.
- Emergency Plan to deal with Covid-19 screening, infection, contamination including the process of all employees when one is found to be infected (it's deemed an emergency).
- Inclusion of PPE Resource Plan in the Covid-19 Emergency Plan

## **B15. 2.9 TRAINING & AWARENESS**

Training and Awareness of the Covid-19 Addendum to your approved Health & Safety Plan is crucial, and part of the Implementation of the Contractors System. Employees need to be informed and education with accurate information. The Principal Contractor is to outline Safe Work

Procedures pertaining to the compiled system to manage and alleviate the Covid-19 disease.

- What is Covid-19 and Disease Information
- Role Players
- Hazards and Risks to Covid-19
- Hygiene Management & Practice
- Infection Prevention and Control (IPC) measures
- Safe Working Systems (working apart etc.)

- Emergency Protocols
- PPE Use and Disposal
- Employee Benefits or Non-Benefits (Remuneration, UIF Claims, Compensation Claims etc.) Zero-Tolerance Policies towards workplace violence and harassment, etc.

The Principal Contractors manual or safe work procedure sheets inclusive, but not limited to, the above should be attached to the Covid-19 plan.

#### **B16. 2.10 REPORTING, RECORDING AND DOCUMENT SYSTEM OF COVID-19 PLAN**

The Principal Contractor is required to record all systems implemented, controlled and handled. The Principal Contractor shall record all screening processes, hygiene maintenance, medical reports, suspected and infected cases etc.

The Principal Contractor shall amend, where applicable, and add, where applicable, suitably designed registers for the additional systems, protocols and resources needed to be recorded.

The Principal Contractor shall include Covid-19 matters in his monthly report including statistics.

#### **B17. 2.11 PRINCIPAL CONTRACTOR/ SUPPLIER MANAGEMENT**

The Principal Contractor shall ensure that his contractors and suppliers have sufficient systems on their own part to address items within this Health & Safety Covid-19 Specification, and to ensure that they do not contaminate or infect employees or facilities in this project.

The Construction Health & Safety Officer and the Construction Manager, who are deemed to be part of the Support Team, should ensure that all necessary protocols are followed, and that the Principal Contractor and Contractor's and or Suppliers do not contradict their own protocols and plans to control, manage and handle Covid-19.

The Principal Contractor is to produce evidence of the same.

#### **B18. 2.12 OCCUPATIONAL DISEASES (REPORTING & RECORDING)**

The President has identified that the Compensation Fund will make available funding to accommodate claims of Covid-19 infection.

The Principal Contractor shall identify his Procedure to identify Contraction / Contamination on-site (on duty), and his claims procedure.

Or a claim under Illness Benefits online at [www.ufiling.co.za](http://www.ufiling.co.za)

#### **B19. 2.13 PROVISIONAL COSTINGS & BUDGETS: COVID-19 OUTBREAK**

The Principal Contractor is expected to compile his Provisional Costings and Budgets expected to derive from this Health & Safety Specification and his plan, with the Health & Safety Covid-19 plan.

Based on all recommended COVID 19 Protocols the Principal Contractor shall develop and submit their BOQ to the appointed Safety Agent, Principal Agent / or Engineer for this project which shall be checked and verified for LILITHA PROJECT MANAGERS approval.

This provisional budget and / or costing requirement relates to **Construction Regulation 5(1) (g)**, and is not a guarantee to Contingency Claims, a Variation Order that may be deemed due to Covid19. Such Claims or variations must be dealt with the Principal Agent accordingly thereafter approval obtained from LILITHA PROJECT MANAGERS.

#### **B20. 2.14 SAFE SITE SHUTDOWN / SUPPORT SYSTEMS**

Once Lockdown is suspended, and perhaps an outbreak on site, or another Lockdown is required, or at any given interval whereby Covid-19 has demanded a close or interval, the Principal Contractor shall ensure proper Safe Site Shutdown procedure and practice.

The Principal Contractor is to ensure that proper systems of shutdown, lock-out and security of all is carried out, and that proper support systems are communicated and offered, where applicable and possible, to all employees, teams and surrounding communities or facilities

Support Call Centre, Support Counselling centres and so forth are to be sourced, and the information of such to be communicated. The Principal Contractor shall provide his procedure for such in his addendum of the Health & Safety plan.

No PPE disposed must be left on-site should Shutdown take place. All hazardous waste must be removed and disposed as per the procedure identified; this should also be in the Risk Assessment.

#### **B21. 2.15 WASHING HANDS**

- Allow regular breaks to wash hands. Breaks should be divided between employee groups.
- Provide additional hand washing facilities (e.g. pop ups) to the usual welfare facilities.
- Ensure adequate supplies of soap and fresh water are readily available and kept topped up at all times.
- Provide hand sanitiser (minimum 60% alcohol based) where hand washing facilities are unavailable.
- Regularly clean the hand washing facilities on site.
- Provide suitable and sufficient bins with to dispose hand paper towels.

#### **B22. 2.16 TOILET FACILITIES**

- Restrict the number of people using toilet facilities at any one time.
- Use signage, such as floor markings, to ensure 2 metre distance is maintained between people when queuing
- Wash or sanitise hands before and after using the facilities
- Enhance the cleaning regimes for toilet facilities, particularly door handles, locks and the toilet flush
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently
- Provide suitable and sufficient rubbish bins with lids for hand paper towels with regular removal and disposal.

#### **2.17 EATING AREAS:**

- Where possible, workers should be encouraged to bring their own food. They should also be required to stay on site once they have entered it and avoid using local shops.
- Consider increasing the number or size of facilities available on site if possible.
- The capacity of each eating area should be clearly identified at the entry to each facility, and where necessary attendants provided to supervise compliance with social distancing measures.

- Break times should be staggered to reduce congestion and contact at all times. Employees should not all be taking at the same time. The principal contractor should specify different intervals for breaks and ensure limited number of employees are specified as well.
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced
- Frequently clean surfaces that are touched regularly, using standard cleaning products e.g. kettles, refrigerators, microwaves
- Hand cleaning facilities or hand sanitiser should be available at the entrance to any room where people eat.
- A distance of 2 metres should be maintained between users, wherever possible
- All rubbish should be put straight in the bin and not left for someone else to clear up. □ Tables should be cleaned between each use

#### **2.18 CHANGING FACILITIES:**

- Consider increasing the number or size of facilities available on site if possible.
- Based on the size of each facility, determine how many people can use it at any one time to maintain a distance.
- Restrict the number of people using these facilities at any one time.
- Introduce staggered start and finish times to reduce congestion and contact at all times.
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day.
- Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.

#### **2.19 CLEANING:**

- Enhanced cleaning procedures should be in place across the site, particularly in communal areas and the contractors should ensure a dedicated employee is assigned to perform the activity on site and be issued with the correct PPE.
  - o Taps and washing facilities
  - o Toilet flush and seats
  - o Door handles and push plates
  - o Hand rails on staircases and corridors
  - o Lift and hoist controls
  - o Machinery and equipment controls
  - o All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.

Telephone equipment

- o Keyboards, photocopiers and other office equipment
- o Rubbish collection and storage points should be increased and emptied regularly throughout and at the end.

#### **2.20 SOCIAL DISTANCING**

Every employer must arrange the workplace to ensure minimum contact between workers.

o The minimum distance should be 1, 5 meter and it may be more depending on the circumstances of the workplace or the nature of the sector.

#### **B23. 2.21 TRANSPORTATION OF THE EMPLOYEES TO AND FROM WORK**

- Principal Contractor is required to provide a safe transportation of its employees to and from the workplace.
- Strict instructions to be given to employees not to provide ride to any other persons other than the employees of the Principal Contractor who have been inducted on risks and hazards associated on riding on that particular transport.
- All employees must wear appropriate face cloth mask
- o There must be a hand sanitiser on the transport for employees to sanitise
- o If the employees are transported with a bakkie, the employees at the back of the bakkie may not exceed 4 persons. This requirement is to ensure social distancing inside the bakkie.



- Employer must ensure that records of all employees travelling with a transport are kept and no changing in travelling team for traceability should any of them test positive.

#### **B24. 2.22 RETURN TO WORK**

The Principal Contractor must develop a plan indicating how he / she intends to return to work taking into consideration the 1/3 requirement.

#### **3.0 EMERGENCY RESPONDS:**

The primary responsibility is to preserve life and first aid should be administered if required and until the emergency services attend.

- When planning site activities, the provision of adequate first aid resources must be agreed. o Provision for fast track emergency service providers must be agreed. o Emergency plans including contact details should be kept up to date.
- Consideration must also be given to potential delays in emergency services response, due to the current pressure on resources.
- Consider preventing or rescheduling high-risk work or providing additional competent first aid or trauma resources.

#### **B25. 3.1 COVID19 WASTE MANAGEMENT**

- All waste generated in respect to COVID-19, shall be managed as isolation health care risk waste.
- It is preferable to use box sets/waste bin for all COVID 19 response waste generated.
- When the box set is ¾ full it should be closed with a biohazardous waste tape and placed in designated storage area.
- The waste handler is required to be dressed in proper PPE before moving waste to the storage area.
- The Waste handler must ensure that the person designated to oversee waste collection informs the service provider of the COVID 19 waste that should be removed from the facility.
- The designated person must ensure that a separate collection of COVID-19 waste is done by the service provider, the designated vehicle complies with waste legislations and proper PPE is worn by the service provider.

#### **OCCUPATIONAL HEALTH & SAFETY PLAN ADDENDUM SUBMISSION AND PENALTIES**

#### **B26. 3.2 REQUIREMENTS of PLAN SUBMISSION**

The Principal Contractor shall identify and include, but not limited to, items herein stipulated and submit to the Client and or the Health & Safety Agent, with his Health & Safety Addendum to his safety plan, for approval.

Principal Contractor may not commence with construction activities without the approval of their Covid 19 Health and Safety Plan.

The Principal Contractor is required to assign, in writing, an employee or any other suitable person, as compliance employee who shall ensure that all the requirements of Covid – 19 are implemented. These individuals should be the health and safety officer and Construction Manager, whose duty is to ensure that Covid 19 requirements are implemented. Their responsibilities should be amended to include the covid 19 items.

#### **B27. 3.3 PENALTIES TO NON-COMPLIANCE**

Reference to penalties referred in the National Disaster Management Act, its regulations, and the Occupational Health & Safety Act, and its regulations (including Construction Regulations) shall apply, and it is a criminal offence to cede to Non-compliance herein.

In Addition to legislative penalties, the client may impose further penalties, including time penalties, for the noncompliance, delay to compliance and negligence of any Principal Contractor and or his suppliers deemed to be in Non-Compliance, accordingly.

**SARAH BAARTMAN DISTRICT MUNICIPALITY**

**BID NO: 23/2023**

**PART C4: SITE INFORMATION**

**C4.1 GEOTECHNICAL ENGINEERING**

**C4.2 ENGINEERING DRAWINGS**

<b>C4.1: GEOTECHNICAL ENGINEERING</b>
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Geotech report will be made available to the successful Tenderer

**C4.2 : DRAWINGS**

DOCUMENT No.	DESCRIPTION	REVISION
LPM23-SBDM-GEN0001	GENERAL LAYOUT PLAN 1	T1
LPM23-SBDM-GEN0002	GENERAL LAYOUT PLAN 2	T1
LPM23-SBDM-GEN0003	NAMEBOARD	T1
LPM23-SBDM-RDS0001	ROAD 1 LAYOUT PLAN AND LONG SECTION	T1
LPM23-SBDM-RDS0002	ROAD 2 LAYOUT PLAN AND LONG SECTIONS	T1
LPM23-SBDM-RDS0003	ROAD 1 CROSS-SECTION	T1
LPM23-SBDM-RDS0004	ROAD 2 CROSS-SECTION 1 of 2	T1
LPM23-SBDM-RDS0005	ROAD 2 CROSS-SECTION 2 of 2	T1
LPM23-SBDM-BDG0001	PORTAL CULVERT BRIDGE	T1
LPM23-SBDM-BDG0002	PORTAL CULVERT BRIDGE RC	T1
LPM23-SBDM-STW0001	STOMRWATER LAYOUT 1	T1
LPM23-SBDM-STW0002	STOMRWATER LAYOUT 2	T1
LPM23-SBDM-STD0001	ROADS AND STORMWATER STANDARD DETAILS 1	T1
LPM23-SBDM-STD0002	ROADS AND STORMWATER STANDARD DETAILS 2	T1
LPM23-SBDM-STD0003	ROADS AND STORMWATER STANDARD DETAILS 3	T1
LPM23-SBDM-STD0004	ROADS AND STORMWATER STANDARD DETAILS 4	T1
LPM23-SBDM-STD0005	ROAD SIGNS STANDARD DETAILS 5	T1

# DOCUMENT CONTROL SHEET

(FORM IP180/B)

CLIENT : SARAH BAARTMAN DISTRICT SMUNICIPALITY

PROJECT NAME : UPGRADE OF VAN BEHRENS STREET (RING ROAD)

TITLE OF DOCUMENT : CONSTRUCTION OF VAN BEHRENS STREET (RING ROAD) IN RIEBEEK EAST, MAKANA LOCAL MUNICIPALITY TENDER DOCUMENT

ELECTRONIC LOCATION : C:\LILITHA PROJECT MANAGERS\SARAH BAARTMAN MUNICIPALITY\Tender Document

	Approved By	Reviewed By	Prepared By
ORIGINAL	NAME M Sakata	NAME M Anguzu	NAME: A Ntlama
DATE May 2023	SIGNATURE	SIGNATURE	SIGNATURE

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DATE	SIGNATURE	SIGNATURE	SIGNATURE

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- Lilitha Project Managers written agreement is obtained prior to such release, and
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- Lilitha Project Managers accepts no responsibility for any loss or damage incurred by the Client or for any conflict of Lilitha Project Managers interests arising out of the Client's release of this report to the Third Party.

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